On November 3,1982 was filed our NOTE requesting the California Court of Appeals, Fourth District, to transfer the case to another Court.

On November 8,1982 our letter sent to Honorable MORRIS, Presiding Justice, asking to transfer the case to another Court.

On November 16,1982 the California Court of Appeals, Fourth District, did treat our request for transfer a a motion to disqualify the Court and did Order to deny it.

On December 2,1982 did take place the ORAL ARGUMENT and it was filed our NOTE read it and hand it to the said Court of Appeals at that day.

On December 7,1982 was filed our letter sent to the Court of Appeals, Fourth District, with very important explainations and, requesting to allow us to examine the file which said Court requesed it from the Riverside Superior Court, immediately after arrival.

On December 23,1982 was filed our very important NOTE OF FINDINGS in which we did inform the Court about discovering other flagrant false committed in Court against us, after we did examine in clerk's office the entire file No.Indio 24204 requested by the Court of Appeals from the Superior Court,App.L.

On February 4,1983 was filed our letter sent to Honorable MORRIS, Presiding Justice, requesting again to order investigations and graphological expertise upon the hand-writings on the Release Forms in order to prove that the so-called Stipulated judgment which lies at the basis of all the abusive decisions given against us, it is a flagrant False.

On March 18,1983 was filed our letter sent to the

California State Court of Appeals, Fourth District, requesting again to decline its jurisdiction and to transfer the case to another court because of its refusal to order investigations and graphological expertise upon the Falses discovered by us on December 21,1982 as we wrotte in our NOTE OF FINDINGS.

On March 21,1983 we did receive by mail a copy (unsigned and undated) of the California State Court of Appeals'OPINION having a filed stamp on it as to March 17,1983, by which our Appeal was abusively dismissed, and, with bad intention, said Court did pass under total silence our NOTE OF FINDINGS filed on December 23,1982 in which we did inform the Court about the new discovered false documents.

All the records on appeal in the California State Court of Appeals , Fourth District, are part and parcel of this present Appeal of ours in the United States Supreme Court.

In order to dismiss our Appeal, the California Court of Appeals, Fourth District, did pass under total silence the most important issue raised by us on appeal, namely the fact that, the False statements made in Court by respondent and now appellee (on basis of which has been manufactured and ordered the False stipulated judgment dated October 17,1979) were all kept in secret confronted by us, they did not exist in Superior Court file not even on November 24,1982 when we examined for the last time the file over there and, more then that, they were never been registered in Court's Register of action sheets.

About those false statements which were kept in secret from us, we could never find out if the appelle would not have arrange with the California State Court of Appeals at the

Oral Argument on December 2,1982 to request from the Superior Court of Riverside County the entire file when, for the first time it was introduced in the file a so-called record named "Reporter's Transcript", which, although has a Superior Court filed stamp on it dated June 18,1980, it was never registered in Court's Register of action sheets. This is a strong proof that said Superior Court was implicated against us and it did deprive us of our Constitutional right to equal protection of the laws.

Said record called Reporter's Transcript consists of said False statements about whose existence we could find out nothing but only on December 21,1982 when, at our written request, the Clerk of the California Court of Appeals, Fourth District, did allow us to examine the file in his San Bernardino office.

(For such fraudulent practices of introducting in our file fictitious and false records, were used in our case by the appellee in complicity with California State Courts, we are also obliged to travel to Washington D.C. in order to examine again all the records that will be transmitted there by the California Court of Appeals, Fourth District, and to see if there will be introduced any false or fictitious records, not filed and kept in secret from us, as it has been done until now).

All those important facts we did present them to the California Court of Appeals, Fourth District, Division Two in our NOTE OF FINDINGS properly served to the parties and also filed with said Court of Appeals on December 23,1982. See Appendix, infra, pp. L (8 pages).

STATUTES INVOLVED

The Seventh Amendment to the United States Constitution provides, quote:

> "In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved".

This instant Appeal was generated from our Personal Injury case No.Indio 24204 (Riverside County Superior Court), case which was established from the beginning in At-Issue-Memorandum, to be tried only by Jury, knowing that the total value in controversy was $3,150,000.00 as it results from our original Complaint. Our Special Damages alone were in amount of $319,761.85 according to the List of Special Damages written and filed by the appellee himself at the Mandatory Settlement Conference of September 11,1979. See Appendix, infra, pp.H (1 page).

In all the records from the file, there is no evidence signed by us to show that we renounced at any time to our right to a trial by jury but on the contrary, from all the records signed by us it clearly results that we did insist on be respected our Constittutional right to a trial by jury, right which we been abusively deprived of in California State Courts.

Consequently it clearly results that California State Courts did violate the provisions of the Seventh Amendment to the United States Constitution, causing us seriouse prejudices.

The Seventh Amendment it cannot be doubted, deals with matters of substance and not with mere matters of form. It guarantees the right of trial by jury, but it does not raise forms of motions or merely model details to the dignity of constitutional rights.

When the question is raised of invasion of the constitutional right, it must always look to the substance of what is done and not to mere names or formal changes.

In the great case of "Martin v. Hunter", 1 Wheat.304, it was held that the appellate power of the Supreme Court of the United States extends to cases tried in States Courts involving Federal questions.

In reaching this conclusion the learned Justice Story held that the judicial power of the United States extended to the case, and therefore the case was within the appellate power of the Supreme Court of the United States.

In the course of his opinion he said, referring to the Constitution (p. 338):

> "The words are 'the judicial power (which includes the appellate power) shall extend to all cases', etc., and 'in all other cases the Supreme Court shall have appellate jurisdiction' . It is the c a s e , then, and not the c o u r t, that gives the jurisdiction. If the judicial power extends to the case, it will be in vain to search in the letter of the Constitution for any qualification as to the tribunal where it depends"

In this instant case, the United States Supreme Court is the only Forum which has the authority to annul the abusive decisions given by the California State Courts where this Constitutional provisions were severly violated.

The Thirteenth Amendment to the United States Constitution provides, quote:

> "Neither slavery nor involuntary servitute, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States or any place subject to their jurisdiction"

The Fourteenth Amendment to the United States Constitution provides, quote:

> "... nor shall any State deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws".

In the records existente in California State Court of Appeals, Fourth District, there are sure evidence from which it results that, because of our publicistic activity of informing the American people about the crimes committed by communist government behind the Iron Curtain, we were and still are continuously followed and threatened with death by communist agents; that were many attempts to our lives thorugh auto accidents; that after we finally were hit and seriously injuried in the auto accident of November 11,1976 which did generate this present action, we been treated as slaves, without any rights, by the California State Courts which violated also the Thirteenth and Fourteenth Amendments to the United States Constitution. We been also deprived of any right to make any investigation upon the causes of said accident and, more then that, we been deprived of our constitutional right to have a trial by jury in order to be honestly compensated for our damages sufferred through the injuries we received in said auto accident.

Here is how the California State Courts, besides violating the Seventh Ammendment, they did also violate the Thirteenth and Fourteenth Amendments and, in this situation, the Supreme Court of the United States is the only Forum which must reverse the abusive decisions by which the California State Courts did violate these provisions of the United States Constitution.

Title 28 U.S.C. Sec. 2101(c) provides, quote:

> "Any other appeal or any writ of certiorari intended to bring any judgment or decree in a civil action, suit or proceeding before the Supreme Court for review shall be taken or applied for within ninety days after the entry of such judgment or decree. A Justice of the Supreme Court, for good cause, may extend the time for appliying for a writ of certiorari for a period not exceeding sixty days"

The judgment called "Opinion" from which this appeal is taken, was filed on March 17,1983 (see Appendix, infra, pp.A, 9 pag).

Our NOTICE OF APPEAL to the United States Supreme Court was filed on May 11,1983 (see Appendix, infra, pp. D, 6 pages).

Consequently, according to 28 USC 2101(c), our Appeal to the United States Supreme Court was timely filed.

Title 28 U.S.C. Sec. 1257(1) provides, quote:

> "Final judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court as follows:
> (1) By appeal, where is drawn in question the validity of a treaty or statute of the United States and the decision is against its validity"

So as we did demonstrate above, the California State Courts of Appeals, Fourth District, Division Two, through its decision called "Opinion" of March 17,1983 and, the California Supreme Court through its order of June 1,1983 denying our Petition for Hearing, they did violate the Seventh, the Thirteenth and the Fourteenth Amendments to the United States Constitution, bringing us seriouse damages. That is why, on ground of 28 USC 1257(1) the Supreme Court of the United States has jurisdiction upon this present Appeal of ours.

United States Supreme Court has still jurisdiction upon this present appeal also on the reason that, on November 11,1976 when, following many threatenings, we been seriously injuried in the auto accident which gave birth to our Personal Injury action No.Indio 24204 (Riverside County Superior Court) from which this appeal generated, we were not residents of the State of California but we were only passing through. At that time, our juridical statute in the United States of America was as of Political Asylum granted to us by the American Government and consequently we were under direct protection of the United States Constitution and Federal Authorities. The American Government, well knowing the persecutions we been suffering from communists behind the Iron Curtain (Romania) because of our anticommunist position, did grant us Political Asylum in this Country of course in order to protect us and to put an end to those persecutions but not to be continues, as it did the California State Courts by their flagrant Falses and abusive decisions given against our constitutional rights.

Here is how, under this aspect too, the California State Courts did also violate an Order of the Federal Government who did grant us Political Asylum and, how they did transform the Equal Protection of the laws which we should have the right to enjoy of, in persecutions and unprecedented abuses against us. We do believe that this too it is a serous reason for which the Supreme Court of the United States has jurisdiction upon this instant Appeal of ours.

The unjustices made to us in California State Courts are nothing else but the putting into practice of the threatenings made by the communist agents in order to prove their power upon the anticommunists, even here in the United States of America.

The judges from California State Courts did mask such

communist actions by telling us that we do not have the right to a trial by jury in our Personal Injury Case No.Indio 24204 even if it was established for a jury trial in At-Issue-Memorandum, just for the reason that we did immigrate in the United States with Political Asylum. Our multiple motions for respecting our Constitutional right to a trial by jury were all denied. A Superior Court judge by the name of SLAUGHTER did even sign an order dated July 21, 1980 denying our right to a jury trial. Our previouse Appeal taken against said order, was denied by the same Court of Appeals for the State of California, Fourth District, Division Two (File No. 4 CIV. 25059) and also by the California Supreme Court, the same as it has been done with this present appeal too.

By doing this, California State Courts, besides violating the Constitution of the United States they did also violate the California Constitution too, namely:

Art.I Sec. 6 which provides, quote:

> "Slavery is prohibited. Involuntary servitude is prohibited except to punish crime"

Art.I Sec.7(a) which provides, quote:

> "A person may not be deprived of life, liberty or property without due process of law or denied equal protection of the laws"

Art.I Sec.16, which provides, quote:

> "Trial by jury is an inviolate right and shall be secured to all, but in a civil cause three-fourths of the jury may render a verdict. In a civil cause a jury may be waived by the consent of the parties expressed as prescribed by statute"

California Civil Code, Section 1441, provides, quote:

> "A condition in a contract, the fulfillment of which is impossible or unlawful, within the

meaning of the article on the object of contracts, or which is repugnant to the nature of the interest created by the contract, it is void (enacted 1872)"

California State Courts did close its eyes in front of this text of law only because they are aware that so-called "Stipulated judgment" dated October 17,1979 manufactured in secret, against our will, besides it is a flagrant False it is also a Null document, impossible to be enforced. It could not be and cannot be enforced by California State Courts as they have tried to, through over 30 abusive decisions given until now for such purpose because, they could not and cannot oblige us to receive even one cent from the amount they have stipulated against our will; that is exactly why they have attempted to enforce other fraudulent methods with the purpose to collect the money for themselves in order to liquidate our Personal Injury action without us being compensated for our sufferings and damages.

Here is how in our action in which the trial was established for jury and no judge alone had any jurisdiction to give decision, any decision given by violatin the constitutional right to trial by jury it is Null. Only a jury verdict could be enforced and consequently could terminate the case.

The California State Courts, with bad intention did pass under total silence all our motions by which we did inform them about the False committed in trial Court, that is the so-called Stipulated judgment dated October 17,1979 and,they so flagrantly violated also the provisions of the California Penal Code, namely:

Section 132 P.C. which provides, quote:

"Every person who upon any trial, proceeding, inquiry or investigation offers in evidence, as genuine or true, any book, paper, document,

record, or other instrument in writing, knowing the same to have been forged or fraudulent altered or ante-dated, is guilty of forgery".

Section 470 P.C. provides, quote:

"Every person, who with intend to defraud,knowing that he has no authority so to do, or falsely makes, alters, forges,...any contract...or request for payment of money,...or for the delivery of any instrument in writing.....passes or attempts to pass, as true and genuine, any of the above-named false, altered or forged matters, as above specified and described, knowing the same to be false, altered or forged, with intent to prejudice, damage or defraud any person; or who, with intent to defraud, alters, corrupts or falsifies any record... or other instrument, the record of which is by law evidence, or any record of any judgment of a court... is guilty of forgery"

Section 471 P.C. provides, quote:

"Every person who, with intent to defraud another, makes, forges or alters any enter in any book of records, or any instrument purpoting to be any record or return specified in the preceeding section, is guilty of forgery"

California State Court of Appeals, Fourth District, instead to order investigations and graphological expertise upon said False, (as we did request in writing), with bad intention it did pass under total silence not only this decissive issue on appeal but all the issues raised by us;

More then that, regarding to settlement of the case, said Court of Appeals did begin its "Opinion" which is the subject of this present Appeal, with total false statements. So, on page 2, line 3-10 in its Opinion, states that a month after the Mandatory Settlement Conferrence, our case was settled by us having sign the Release Forms and that on ground of such agreement from the Release Forms, the appellee LAWSON & HARTNELL did manufacture then the so-called stipulated judgment dated October 17,1979.

In reality, the Release forms dated October 11,1979 which said Court of Appeals is refferring to in its Opinion, are

signed by us but not in favour of settle the case but on the contrary, so as it results from our Mention written on them, quote:

> "CANCELLED. The reason: we been betrayed when Mr.Lawson has interrupted the trial and told us that the total amount of $30,000.00 for both of us, represents only an advance. From this moment on, the law firm LAWSON & HARTNELL is fired from our case and, any agreement made by them it is Null. We declare that we refuse to consent to settle the case and, we want our Jury Trial to continue. The proof in this sense it is and will be, our refusal in fact to receive the money. Because has been refused to restore to us the original of this forms, through this Mention on this copy, we declare them Null no matter in whose hands they are. Dated: Oct.11,1979, Signed:Emil & Emilia Tatu"

The California State Court of Appeals, Fourth District was into possession of those Release Forms and consequently, with bad intention did falsify the truth in order to avoid the Flagrant False called "stipulated judgment" by which on October 17,1979 the appellee did secretly settle our case against our will, after we did revoke his authority and after we did declare Null any agreement made by him starting with October 11,1979. See Appendix,infra p. I (2 pages).

Said Opinion of the California Court of Appeals is contradictorily even with the statements made by appellee LAWSON & HARTNELL and by the trial Court who, in order to hide their False stipulation, did use other lies namely that we refused to sign those Release Forms and that, that is why they have set aside the settlement agreement made im Court on October 10,1979 and then, have manufactured their False stipulated judgment on October 17,1979 (this fact it results from the records in the Clerk Transcript which are in said Court of Appeals, Fourth District, as well as from the "Cross-Complaint for Money" filed illegaly by the appellee LAWSON & HARTNELL within our own Personal Injury action No.Indio 24204, Riverside Superior Court of California).

Also on page 2, line 22-23 in its Opinion, the California Court of Appeals, Fourth District, states, quote: "the substitution of attorney was filed on October 31,1979 but is dated October 17,1979", in spite of the fact that it was into its possession from which it results that the appellee did sign his substitution from our case on October 17,1979 (although we did revoke in fact his authority since October 11,1979); consequently it was signed by him on Oct.17,1979 but not dated. But, about the most important fact which made the appellee not to file at that time his substitution, namely the manufacturing and filing in the meantime in secret, said False stipulated judgment, the Court of Appeals does not say a word in its Opinion evidently deliberately with the purpose to avoid the False. See Appendix, infra, p. J (2 pages).

Also on page 2, line 24 in its Opinion, with bad intention said Court of Appeals falsely states, quote: "LAWSON & HARTNELL filed an attorneys lien", although said Court had in front not only copies of the Trial Court Register of action sheets attached to our NOTE OF FINDINGS filed on December 23,1982 but even the entire file, from which it results that, until December 21,1982 when we did examine for the last time the file and we did file our said NOTE OF FINDINGS, there was not such a lien nor was it registered in the Register of action sheets of the Trial Court.

In continuation, the same Courts of Appeals states that, the settling defendant (which in fact is only the Automobile Club of Southern California Insurance Company) filed a cross-complaint in interpleader and deposited with the court the amount from the False Stipulated Judgment. But, does not say anything about the fact that said cross-complaint in interpleader was illegaly filed

within our Personal Injury Action and it was granted, also without jury, by the same disqualified judge who ordered entering said False stipulated judgment on grounds of false statements made by Director of Claims Department of said Insurance Company and by its attorneys on behalf of defendant WILLIAM DAVIS, namely that: "there are parties on record who claimed the money from the false stipulated judgment", in spite of the fact that all the records show that, WE, the Plaintiffs are the ONLY PARTY whom said Insurance Company is liable to and, we not only did not claim said money but we did in fact cancelled immediately on October 11,1979 the settlement agreement made by them against our will.(pp.I Appendix)

Also within the same our own Personal Injury action, the appellee did file his "Cross-complaint for money" also illegaly but the same Court of Appeals does not say a word about it, although we did raise this issue on appeal.

In the same Opinion of the California Court of Appeals, Fourth District, on page 5 line 20 it is stated that the Superior Court's Order of denial of our Motion for reconsideration for a legal new trial is, quote: "a nonappealable order" (?), in total contradiction with the legal provisions, including Section 906 of the California Code of Civil Procedure which provides, quote:

> "the reviewing court may review the verdict of decision and any intermediate ruling,proceeding, order or decision which involves the merits or necessarily affects the judgment or order appealed from or which substantially affects the rights of a party, including, on any appeal from the judgment, any order or motion for a new trial, and may, affirm, reverse or modify any judgment or order appealled from and may direct the proper judgment or order to be entered, and may, if necessary or proper, direct a new trial or further proceedings to be had".

With such statements as the one that said order is non-

appealable, by which the Court of Appeals try to justify the dismisal of our appeal on the false reason of tardiness and, by passing under total silence the flagrant False presented by us for the second time in this case and the lack of jurisdiction of the judges to decide in our action which was to be tried only by jury, the California Court of Appeals, Fourth District, does pass all bounds in its abuses.

Also in the Court of Appeal's Opinion (which is the subject of this Appeal) on page 3, line 14-15 it is stated that we refused to participate at the trial but said Court did not say, as the record shows, that at that time we were present on HUNGER STRIKE in front of the Courthouse as a protest judge Robert Timlin's refusal to quite our case before he gave another abusive decision against us although he was disqualified by us numerouse times before.

The Court of Appeals in its Opinion which is the subject of this present Appeal, does not say a word about:

- the violation by the appellee of Sec. 283 of the California Code of Civil procedure which provides, quote:

> "An attorney and counselor shall have authority:
>
> 1. to bind his client in any of the steps of an action or proceeding...
> 2. to receive money claimed by his client in an action or proceeding... unless a revocation of his autority is filed..."

- the violation by the appellee of the written contract (retainer agreement) signed with us on August 6,1979 in which he engaged himself, quote:

> "this office will take such steps as are reasonable advisable to your claims and... will maintain an action for damages against all responsible parties... and it shall render all services...including a motion for a new trial...No settlement of your claims will be made without your complete approval...and no substitution of attorney shall be made except for wilful misconduct". See Appenix, infra, pp.G (2 pages)

- the violation by the appellee of our written request for an interpreter, sent to him on August 10,1979 and, of his written promisse to bring an interpreter for us at trial in Court, but he never did.

By misstating the truth and by passing under total silence the most important issues and facts presented by us on appeal, the Opinion by which California Court of Appeals, Fourth District did order dismissal our appeal, it is flagrantly abusive and illegal and, it must be reversed by the United States Supreme Court.

Even from the mention written on said Opinion at the befgining as well as at the end, quote: "NOT TO BE PUBLISHED IN OFFICIAL REPORTS", it seems that the Court is aware that it dismissed our appeal for the second time in this case against all the evidence on record and, that is why it ordered not to be published the records especially that from these it results that we do hold responsible said Court for anything will still happend to us, knowing that, within this action, we are intensely threatened with death by agents of the communist-pagan-conspiracy which is connected with the auto accident that generated this present Appeal.

Section 1048 (b) of the California Code of Civil Procedure provides, quote:

> "The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any number of causes of action or issues, p r e s e r v i n g the right to trial by jury required by the Constitution or statute of the State or of the United States"

Our Personal Injury action No.Indio 24204 was from the beginning set to be tried only by jury as it results from At-Issue-Memorandum filed since November 7,1977. Consequently no judge had

jurisdiction to try and to decide, not even one issue in this case, without jury, because as this Section said, it must be preserved the right to trial by jury. But the California Court of Appeals, Fourth District, in its Opinion did pass under total silence the violation by the trial Court of these legal provisions and about the lack of jurisdiction of the superior judges who did decide in this case instead of the Jury.

The judgment from which this Appeal started, it is an illegal judgment, ordered by superior judge ROBERT TIMLIN who at that time was disqualified by us and had no jurisdiction. That is why we did file our motion for reconsideration for a legal new trial but we did specifically mentionned that we do not want judge Timlin to hear our motion. But, because judge Timlin did abuse again and ordered denial of our motion, we did file our appeal against his order with California State Court of Appeals, based on California Rules of Court, Rule 2(a) which provides, quote:

> "Normal time. Except as otherwise specifically provided by law, Notice of Appeal shall be filed within 60 days after the date of mailing notice of entry of judgment by the clerk of the court... or within 60 days after the date of service of written notice of entry of judgment by any party upon the party filing the notice of appeal, or within 180 days after the date of entry of the judgment".

Even according to Rule 3(a) our said appeal was timely filed because it was filed not later than 180 days after the date of entry of the judgment.

According to California Rules of Court, Rule 40(g) a "judgment includes any judgment, order or decree from which an appeal lies".

Another important issue raised by us in California State Court of Appeals is, who does compensate us for all the sufferings

and the damages we sustained while all the evidence prove that we have no guilt whatsoever for said auto accident and still, the case was settled without jury, without our consent, against our will by the appellee, through a Flagrant False so-called "stipulated judgment" for an amount of $30,000.00 for both of us (which does not cover even our medical bills until now) and, the Insurance Company Liability Policy of the deceased defendant WILLIAM DAVIS, is, in an amount of $300,000.00.-

As it can be clearly seen from all the records, in our case, in California State Courts were violated not only the California Constitution and Laws but even the United States Constitution and Federal Laws.

The persecution campaing against us because of our anticommunist publicistic activity and because of our anticommunist demonstration we have organized, which in part were even transmitted on local radio and T.V., it is lead by leftist Rose Bird, California Chief Justice who, like the K.G.B. (soviet communist secret police) in her opinion, the victims of communist monster should not be compensated and, in order to be prevented from receiving any compensation, it could be committed any False and could be violated any law.

Such fraudulent methods used in California State Courts against us, are characteristic of communist "justice". The most recent exemple of this kind is the cowardly killing of 269 passangers of the Koreean Flight 007 on September 1,1983, for one single anticommunist activist who was on board (the Honorable Congressman LARRY McDONALD) and then, the communist refusal to pay any compen-

sations to the victims'families calling upon every kind of lies, the same as has been done in our case, in California State Courts.

THE QUESTIONS ARE SUBSTANTIAL

1. Whether the California State Courts have the right to violate the Seventh Amendment to the United States Constitution.

2. Whether the California State Courts have the authority to deprive any person of h's (her) right to have a trial by jury.

3. Whether "the right of trial by jury" as found in the Seventh Amendment to the United States Constitution is to be preserved in all suits at law.

4. Whether the right of trial by jury is a mere matter of procedure, or a substantive right, knowing that, as provided by the Seventh Amendment to the United States Constitution this is a fundamental right which inheres in every cause of action of common law nature created by the Federal Government and applies wherever the law is saught to be enforced within the limits of the Federal Union; the States (in such cases) are powerless to take it away.

5. Whether a legal and timely Appeal, can be dismiss by California State Courts knowing that, the cause which gave birth to the appeal, is a False, Null and Illegal document, on ground of which were given then, all the abusive decisions that followed, including the one which is the object of this present Appeal, False by which we, the Plaintiffs and

Appellants, were abusively deprived of our right to be compensated for the damages we have suffered, without having any guilt whatsoever.

6. Whether the California State Courts have the right to violate the Thirteenth Amendment to the United States Constitution.

7. Whether the California State Courts have the right to violate the Fourteenth Amendment to the United States Constitution.

8. Whether the California State Courts have the authority to violate the Statute of Political Asylum granted to us by the Federal Government, to treat us as slaves without any rights and, to continue through abusive decisions, the persecutions against us because of our activity against the crimes committed by communists behind the Iron Curtain.

C O N C L U S I O N

For the reasons stated above, jurisdiction should be noted.

We are praying this Honorable Supreme Court of the United States, to excuse our still poor English.

We have to mention that, we are not attorneys by profession, we are poor and, after in this our case have been committed so many abuses by the California State Courts

and by our former attorneys and now appellee who sold us out, no other attorney wants to take this case any more to fight another attorney or the Courts. That is why are are obliged to defend ourselves.

We declare under penalty of perjury that the foregoing is true and correct and, all can be proven with concludente evidence existente in the "Clerk Transcript" which is into possession of the California State Court of Appeals, Fourth District, Division Two.-

Respectfully submitted.

Appellants in Pro. Per.,

EMIL TATU _____

EMILIA TATU _____

By: Emilia Tatu, with help of the dictionary.

Post Office Box 29173
Los Angeles, CAL. 90029

September 14,1983

AFFIDAVIT OF MAILING

State of California, County of Los Angeles.

I am a resident of the County aforsaid. I am over the age of aighteen years and not a party to the within entitled action; my business address is: 1107 A. South Glendale Boulevard, Glendale, California 91205.

On September 19,1983 I served the original of the:
APPELLANT'S JURISDICTIONAL STATEMENT (27 pages) with its Indes and Table of Authorities (7 pages) plus this Affidavit of mailing (1 page);
THE APPENDIX so said Statement which, because is voluminous, is separately presented (133 pages) and,
APPELLANT'S MOTION FOR LEAVE TO APPEAL IN FORMA PAUPERIS (4 pages), to the:

SUPREME COURT OF THE UNITED STATES
WASHINGTON D.C. 20543

and, a true and correct copy, I served to the below named parties, by placind them in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Glendale Branch, Glendale, California 91205, addressed as follows:

1. CALIFORNIA STATE SUPREME COURT
4250 State Building
San Francisco, Calif.94102

2. CALIFORNIA STATE COURT OF APPEALS, 4 th Distr.,Div.II
303 W. Third Street
San Bernardino, Cal. 92401

3. RIVERSIDE SUPERIOR COURT
4050 Main Str., Box 431
Riverside, Calif. 92501

4. Law Firm LAWSON & HARTNELL
25757 Redlands Boulevard
Redlands, Calif. 92373

5. AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, Insurance Co.
1950 Century Park East
Los Angeles, Calif.90067

Executed on September 19,1983 at Glendale, California.
I declare under penalty of perjury that the foregoing is true and correct.-

L. Tahmassian

Leon TAHMASSIAN

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1983

No. _____

83-5446

EMIL TATU AND EMILIA TATU,

Appellants.

- v. -

WILLIAM DAVIS, ET. AL., &
LAWSON & HARTNELL,

Appellee.

ON APPEAL FROM THE CALIFORNIA STATE COURT
OF APPEALS, FOURTH DISTRICT, DIVISION TWO

==========

A P P E N D I X

==========

EMIL TATU and EMILIA TATU
P.O. Box 29173
LOS ANGELES, Calif. 90029

APPELLANTS IN PRO. PER.

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

COURT OF APPEAL, FOURTH DISTRICT

DIVISION TWO

STATE OF CALIFORNIA

EMIL TATU and EMILIA TATU, Plaintiffs, Appellants and Cross-Respondents, v. WILLIAM DAVIS, et al., Defendants, LAWSON & HARTNELL, Defendant, Respondent and Cross-Complainant.	4 Civil 25880 (Super.Ct.No. Indio 24204) O P I N I O N

APPEAL from the Superior Court of Riverside County. Robert S. Timlin, Judge. Appeal dismissed.

Emil and Emilia Tatu, in pro. per., for Plaintiffs, Appellants and Cross-Defendants.

Gary Baughman for Defendant, Respondent and Cross-Complainant.

FACTS

The appellants were involved in an automobile accident and on August 5, 1977, filed suit against the other driver, William Davis. On August 23, 1979, the firm of Lawson and

Hartnell was substituted in as the Tatus' attorneys. (An at-issue memorandum filed early in the case shows Abeles & Markowitz of Beverly Hills as plaintiffs' attorney.) On September 12, 1979, Lawson and Hartnell filed a document entitled "Plaintiff's Mandatory Settlement Conference Brief and Itemization of Damages." This document shows itemized damages of $269,647.35 for Emil Tatu and $49,605.75 for Emilia Tatu.

One month later, the case was settled for a total payment of $30,000 to the Tatus. Both of the Tatus signed documents labeled "RELEASE IN FULL SETTLEMENT AND COMPROMISE." On October 12, 1979, the day after the settlement was agreed upon, the Tatus wrote to Lawson and Hartnell terminating their services and stating that the attorney had lied to them and told them that "the trial must be interrupted until we will do the surgeries prescribed by doctors so that, after that, the jury will better evaluate the amount of money to which we have the right." They stated that they believed that the $30,000 was only a partial payment for "the surgeries." Nevertheless, on October 17, 1979, a stipulated judgment signed by Lawson and Hartnell was entered in accordance with the settlement. On October 17, 1979, Lawson and Hartnell also signed a substitution of attorneys substituting the Tatus in pro. per. The substitution was filed on October 31, 1979, but is dated October 17, 1979.

Thereafter, Lawson & Hartnell filed an attorneys lien, and the settling defendant filed a complaint in interpleader

naming the Tatus and Lawson and Hartnell as defendants. Pursuant to this action the $30,000 was eventually deposited with the court, and the court ordered that satisfaction of judgment be filed.

Four months after the entry of the judgment in the main action, Lawson and Hartnell filed a "cross-complaint" to the complaint in interpleader, naming the Tatus as cross-defendants, to recover $15,916.95 of the $30,000 judgment. A letter agreement, dated August 6, 1979, had stated that the firm would be entitled to forty-five percent (45%) of the gross amount recovered if settlement were effected after commencement of trial. The "complaint" sought a $13,500 contingent fee and $2,316.95 reimbursement for costs under the letter agreement.

On March 10, 1981, after a trial by court in which the Tatus refused to participate, a judgment was entered awarding Lawson and Hartnell $16,089.34, plus 7 percent interest from the date of the stipulated judgment some 17 months earlier. The $30,000 settlement payment had been refused by the Tatus and had been deposited with the court pursuant to the complaint in interpleader. By the March 10, 1981 judgment, the clerk was ordered to pay Lawson and Hartnell the sum of $17,666.11 from the $30,000 on deposit with the court.

Following entry of the judgment on the cross-complaint, the appellants moved for a new trial. The motion was denied on March 31, 1981. On May 27, 1981, the Tatus filed a notice of

appeal from the order of the court dated March 31, 1981, wherein their motion for a new trial was denied.

DISCUSSION

Upon examination of the record initially provided this court, three procedural problems were apparent.

(1) First, Lawson and Hartnell filed their cross-complaint for money against the Tatus in the same action as the Tatus' complaint for personal injury damages. Moreover, the cross-complaint was filed after the entry of the stipulated judgment which "ended" the Tatus' personal injury action and after the time for appeal had expired.

(2) Second, the appeal does not appear to have been timely taken. The notice of appeal was filed 78 days after the notice of entry of the second "judgment" (i.e., judgment after trial by court on Lawson's cross-complaint) was filed and 57 days after the denial of the "motion for new trial." This makes the appeal untimely under rules 2(a) and 3(a), California Rules of Court. Rule 2(a) provides: "(a) [Normal time] Except as otherwise specifically provided by law, notice of appeal shall be filed within 60 days after the date of mailing notice of entry of judgment by the clerk of the court pursuant to section 664.5 of the Code of Civil Procedure, or within 60 days after the date of service of written notice of entry of judgment by any party upon the party filing the notice of appeal, or within 180 days after the date of entry of the judgment, whichever is

earliest, unless the time is extended as provided in rule 3." Notice of entry of the judgment in favor of Lawson & Hartnell was mailed by the clerk on March 10, 1981, and the notice of appeal was filed on May 27, 1981. Therefore, the notice of appeal was not timely under Rule 2(a).

Rule 3(a) provides: "(a) [New trial proceeding] When a valid notice of intention to move for a new trial is served and filed by any party and the motion is denied, the time for filing the notice of appeal from the judgment is extended for all parties until 30 days after either entry of the order denying the motion or denial thereof by operation of law, but in no event may such notice of appeal be filed later than 180 days after the date of entry of the judgment whether or not the motion for new trial has been determined." The order denying the Tatus' motion for a new trial was entered on March 31, 1981, and the notice of appeal was filed on May 27, 1981, 57 days after the entry of the order denying the motion. Therefore, the notice of appeal was not timely under the extension provided in Rule 3(a).

(3) Third, the notice of appeal states that the appeal is from the denial of the motion for a new trial, a nonappealable order. This, however, would not be treated as a fatal defect provided the appeal from the judgment had been timely. (See, e.g., Holden v. California Emp. etc. Com. (1950) 101 Cal.App.2d 427, 430; see also 6 Witkin, Cal. Procedure, Appeal, §§ 335-336, pp. 4312-4315.)

Because none of these procedural problems were addressed in appellants' opening brief, this court directed the clerk to request further briefing as follows:

"(1) Has the appeal in this case been timely filed?

"(2) It appears to the court that the cross-complaint of Lawson and Hartnell for attorney's fees against the Tatus was filed in the same case as the Tatus' original complaint for personal injury damages against William Davis, and that the cross-complaint was filed after the entry of the stipulated judgment which 'ended' the Tatus' personal injury action. Specifically, the court would like to know: (a) May a cross-complaint for attorney's fees based on a theory of breach of contract be filed in an personal injury action, especially when the cross-complainants are the attorneys for and are suing the plaintiffs in the personal injury action? (b) May a cross-complaint be filed in an action after a final judgment has been entered in that action? (c) What is the effect of having two final judgments bearing the same case number?"

Little assistance has been provided the court in the letter briefs.

Lawson and Hartnell argue that (1) the appeal is untimely and should therefore be dismissed; and (2) the cross-complaint is appropriate because of the complaint in interpleader which was filed by the defendant in the underlying action.

The Tatus simply state that the appeal is timely and

then proceed to address the merits of the original judgment and what they perceive to be the improper conduct of Lawson and Hartnell.

The record initially designated by appellants and provided to this court was inadequate for review. Therefore, although it appeared that the appeal was not timely, this court was reluctant to dismiss the appeal on that basis without first (1) examining the entire record in the trial court and (2) giving the appellants an opportunity to address that issue.

Moreover, although many of the Tatus' charges appeared reckless, the case presented several questions which seemed to require further investigation in the record. A case involving alleged special damages of $300,000 was settled two days into trial for $30,000; the plaintiffs immediately disavowed the settlement and terminated the employment of their attorneys; a stipulated judgment was entered on the same date the attorneys who signed the judgment were substituted out and the day after the alleged termination of their services, and the attorneys claimed a 45 percent contingent fee for two months representation with nothing in the record then before the court to demonstrate the reasonable value of the legal services.

Following oral argument in this case, the court ordered up the superior court file and has now reviewed the entire file. An examination of that record confirms that the "second judgment" was ordered to be entered on the cross-complaint in interpleader

as heretofore set forth in our statement of facts.[1/]

Unfortunately for plaintiffs, the record also confirms that the notice of appeal was not timely filed. Consequently, this court has no jurisdiction to consider the appeal on its merits. The timely filing of an appropriate notice of appeal or its legal equivalent is an absolute prerequisite to the exercise of appellate jurisdiction. (Hollister Convalescent Hosp. v. Rico (1975) 15 Cal.3d 660, 674; Estate of Hanley (1943) 23 Cal.2d 120, 123.)

"[T]he requirement as to the time for taking an appeal is mandatory, and the court is without jurisdiction to consider one which has been taken subsequent to the expiration of the statutory period." (Estate of Hanley, supra, at p. 122; Estate of Smead (1938) 12 Cal.2d 2d; Lawson v. Guild (1932) 215 Cal. 378; Lane v. Pellissier (1929) 208 Cal. 590; Lancel v. Postlethwaite (1916) 172 Cal. 326; Estate of Brewer (1909) 156 Cal. 89; Estate of Murphy (1940) 36 Cal.App.2d 653; Irving v. Sheetz (1938) 26 Cal.App.2d 751; LeCyr v. Dow (1938) 26 Cal.App. 2d 459; Estate of Vizelich (1932) 123 Cal.App. 651; Bates v. Ransome-Crummey Co. (1919) 42 Cal.App. 699.)

This court is therefore compelled to dismiss this

1/ In the portion of the record initially provided this court, only one page of respondent's "cross-complaint" (p. 6) was included in the record along with appellants' answer. None of the earlier pleadings were included, hence, our confusion at the time of the request for supplemental briefing.

appeal for absence of jurisdiction.

It appears from appellants' argument, both in their briefs and at oral argument, that their attack is directed at the first judgment on the stipulation which was signed by respondent as attorneys for the Tatus after the Tatus had attempted to terminate their services, and against the Tatus' wishes. That judgment was also the subject of an intimely effort to appeal in 4 Civil 25059. Because of their failure to bring a timely appeal, this court was without jurisdiction to consider on its merits their attack on that judgment.

Appeal dismissed.

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

MORRIS
P.J.

We concur:

KAUFMAN
J.

TROTTER
J.*

*Assigned by the Chairperson of the Judicial Council.

SUPREME COURT
FILED
APR 29 1983
LAURENCE P. GILL, Clerk
Deputy

4/2 CIV. No. 25880

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

IN BANK

TATU ET AL.

V.

DAVIS ET AL.

The time for granting or denying a hearing in the above cause is hereby extended to and including JUNE 15, 1983 or the date upon which a hearing is either granted or denied.

LAURENCE P. GILL, Clerk of the Supreme Court of the State of California, do hereby certify that the foregoing is a true copy of an order of this Court, as shown by the records of my office.

Witness my hand and the seal of this Court this

day of MAY 10 1983 A.D. 19

Clerk

By Deputy Clerk

Chief Justice

CLERK'S OFFICE, SUPREME COURT
4250 STATE BUILDING
SAN FRANCISCO, CALIFORNIA 94102

JUN 1 1983

I have this day filed Order _____

HEARING DENIED

In re: 4 CIVIL *No.* 25880

TATU ET AL.

vs.

DAVIS ET AL.

Respectfully,

Clerk

No. _____

COURT OF APPEAL - FOURTH DIST.
FILED
DEC 11 1984
KERNAN G. CASADY, Clerk
Deputy Clerk

SUPREME COURT OF THE UNITED STATES

OCT. TERM 1983

EMIL TATU and EMILIA TATU,

Petitioners.

vs.

CALIFORNIA STATE COURT OF APPEALS, FOURTH DISTRICT,

Respondent.

ON APPEAL FROM THE CALIFORNIA STATE COURT OF APPEALS, FOURTH DISTRICT, DIVISION TWO (No. 4 TH. CIV. 25880)

NOTICE OF APPEAL

TO THE SUPREME COURT OF THE UNITED STATES

This Notice is served to:

- CALIFORNIA SUPREME COURT
  4250 State Bldg.
  San Francisco, Cal.94102

- CALIF. COURT OF APPEALS
  4 TH. DISTRICT, DIV.TWO
  303 W. Third Street
  San Bernardino, Cal.92401

- RIVERSIDE SUPERIOR COURT
  4050 Main Str. Box 431
  Riverside, Cal. 92501

- Law firm "LAWSON & HARTNELL"
  25757 Redlands Blvd.
  Redlands, Cal. 92373

- WILLIAM DAVIS'Ins.Co.Auto
  Club of Southern Calif.
  1950 Century Park East
  Los Angeles, Cal. 90067

PETITIONERS IN PRO.PER.

EMIL TATU and
EMILIA TATU

P.O. Box 29173
Los Angeles, Cal.90029

D1

EMIL TATU and EMILIA TATU
P.O. Box 29173
Los Angeles, Calif. 90029

APPELLANTS IN PRO.PER.

IN THE COURT OF APPEALS, FOURTH APPELLATE DISTRICT, DIVISION TWO

EMIL TATU and EMILIA TATU,

Appellants.

vs.

CALIFORNIA STATE COURT OF APPEALS, 4 TH. DISTRICT,

Appellee.

No. 4 th. CIV. 25880

N O T I C E O F A P P E A L

TO THE SUPREME COURT OF THE UNITED STATES

I. NOTICE is hereby given that, EMIL TATU and EMILIA TATU, the Appellants in Pro.Per. above named, hereby appeal to the Supreme Court of the United States from a final decision called "Opinion" filed on March 17,1983, given by the California State Court of Appeals, Fourth Appellate District, Division Two, by which it was abusively and illegaly dismissed our appeal filed since May 27,1981. In this way, said Court, with bad intention did pass for the second time under total silence the flagrant False evidence by which

D2

it has been annihilated our Constitutional trial by jury and, has been brought to us serious damages.

This present Appeal it is taken pursuant to Title 28 U.S.C. Section 1257 (1) and Section 2101 (c).

II. We do specify that, on April 18,1983 we did timely filed our "PETITION FOR HEARING" with the Supreme Court of the State of California.

On May 10,1983 we did call the Clerk Office of the California Supreme Court in San Francisco, in order to find out if the opposing party did file or not any Answer. A civil clerk who said her name is Roberta, did inform us that nothing has been filed after our "Petition for Hearing" but a Supreme Court Order given on April 29,1983 for Extention of time until June 15,1983, Order which it never been served to us for the reasons, as the clerk told us, that the Court is very busy (?). From this it results that the California Supreme Court did take this Extention for itself without informing us about it, with the deliberately purpose to prevent us from filing on time our NOTICE OF APPEAL and JURISDICTIONAL STATEMENT with the United States Supreme Court, knowing that United States Court Rule 10 - 12 provides that those papers should be filed within 90 days from the day of entering the order or decision from which the appeal is taken. Or, said decision by which our appeal was dismissed by the California Court of Appeals, Fourth District, Division Two, was entered on March 17,1983 which means that the 90 days term will expire on June 14,1983. But, the California Supreme Court

D3

did order its Extention until June 15,1983, exactly the time in which we can loose the legal term for filing our NOTICE OF APPEAL and the JURISDICTIONAL STATEMENT with the United States Supreme Court, being known that no extention of time for filing a NOTICE OF APPEAL is ever granted.

We do specify that California Supreme Court did use before this method with us in this case when, through such deliberately extention of time, did make us loose in 1981 our first appeal to the United States Supreme Court and then, it did deny our Petition for Hearing.

For those reasons we do not have any more confidence in California Supreme Court either and, we do file at this time our Appeal to the United States Supreme Court, against the final decision given in this case by the California State Court of Appeals, Fourt Appellate District, Division Two.

Confronted by all the false and abuses committed against us in California State Courts, we are expecting that they are going to use other fraudulent methods in order to prevent us from taking our case to the United States Supreme Court.

III. The records on this present Appeal are in Court of Appeals, Fourth Appellate District, Division Two, File No. 4 CIV. 25880.

The Clerk will please prepare a transcript of the record in this case for transmission to the Clerk of the Supreme Court of the United States and include in said transcirpt the following:

1. "Clerk's Transcript on appeal" certified

D4

by the Riverside Superior Court clerk on October 30,1981 (160 pages);

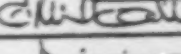
2. "Appellant's Opening Brief" filed on February 19, 1982 (35 pages);
3. "Appellant's Reply Brief" filed Sept.14,1982 (16 pages)
4. "Appellant's Letter Brief", filed Sept.14,82 (13 pages)
5. "Appellant's Reply Letter Brief" , filed on October 8,1982 (76 pages);
6. Appellant's written NOTE, filed Nov.3,1982 (1 page);
7. Appellant's Letter filed Nov.8,1982 (1 page);
8. Appellant's NOTE filed on Dec.2,1982 (10 pages);
9. Appellant's Letter filed Dec.7,1982 (7 pages);
10. Appellant's NOTE OF FINDINGS filed Dec.23,1982 (8 pag);
11. Appellant's Letter of Febr.4,1982 (3 pages);
12. Appellant's Letter of March 18,1983 (1 page).-

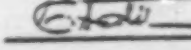
We declare under penalty of perjury that the foregoing is true and correct.-

DATED: May 11,1983

Respectfully submitted,

APPELLANTS/PETITIONERS IN PRO.PER.,

EMIL TATU 

EMILIA TATU 

By: Emilia Tatu, with help of the dictionary.

/ / /

/ / /

/ / /

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

PROOF OF SERVICE BY MAIL (1013a., 2015.5 CCP)

STATE OF CALIFORNIA, COUNTY OF Los Angeles

I am a resident of the county aforesaid: I am over the age of eighteen years and not a party to the within entitled action; my business address is:
1107 A. South Glendale Bldv, Glendale, Calif.91205

On May 11, 1983, I served the within "NOTICE OF APPEAL TO THE SUPREME COURT OF THE UNITED STATES"

on the bellow named parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles addressed as follows:

1. CALIFORNIA SUPREME COURT
4250 State Bldg.
San Francisco, Cal. 94102

2. CALIFORNIA COURT OF APPEALS
FOURTH DISCTR., DIV. TWO
303 W. Third Street
San Bernardino, Cal. 92401

3. RIVERSIDE SUPERIOR COURT
4050 Main Str., Box 431
Riverside, Cal. 92501

4. Law firm "LAWSON & HARTWELL"
25757 Redlands Blvd.
Redlands, Cal. 92373

5. WILLIAM DAVIS'Ins.Co. Auto
Club of Southern California
1950 Century Park East
Los Angeles, Cal. 90067

Executed on May 11,1983 (date) at Los Angeles (place) Calif.

I declare under penalty of perjury that the foregoing is true and correc.

(signature)

DC

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION II

EMIL TATU & EMILIA TATU, Plaintiff/Appellants/ Cross-Defendants, -vs- WILLIAM DAVIS, et al., Defendants.	4TH CIVIL NO. 25880 SUPERIOR COURT NO. INDIO 24204
LAWSON & HARTNELL, Defendants, Respondents, Cross-Complainants.	

APPELLANT'S OPENING BRIEF

Appeal from Superior Court of Riverside County

HON. ROBERT S. TIMLIN, Judge

EMIL & EMILIA TATU

P.O. Box 29173

LOS ANGELES, CA.90029

Plaintiffs/Cross-Defendants and
Appellants in PROPRIA PERSONA.

E 1.

TOPICAL INDEX

E 2.

TABLE OF CITATIONS

E 3.

SHORT HISTORY OF THE CASE

Because of our activity in the favour of respecting human rights behind the Iron Curtain, the communist government of Romania, did force us to exile.

On November 4,1974 the American Government did grant us Political Asylum, the right to reside in the United States and the right to work.

Because of our publicistic activity of informing the American people about the crimes committed by communists against innocent people behind the Iron Curtain, we been permanently followed and threatened with death by agents of the communist secret police infiltrated on the United States territory. Few times has been made attempts to our lives through automobile accidents but the authors were never been discovered although one of the automobiles used on those attempts was found following the investigations made by the police at our request.

Finally, on November 11,1976 we were hit and serious injuried with a car, in circumstances in which an accident could not happend by chance. Out of this accident it did rise this present action which is now on appeal.

The Police Report written on the spot, does demonstrate the total guilt of the man who hit us, being cited for this and, his Insurance Company did admit in writing the responsibility for the damages caused by its client. From that moment on, the Insurance Company of the man who hit us , -respectivelly Automobile Club of Southern California- did corrupt our attorneys and, together, they did prevent us from doing investigations upon the causes of the accident, with the

obvious purpose not to be found that, that accident was in fact a political attempt to our lives.

When we did insist more on taking depositions from the man who hit us in that accident, he was suddenly hospitalized in September 1978 where he mysteriously died short after (the causes of his death are not related with the accident).

To be noted that, before the accident, the respective man, made a vizit behind the Iron Curtain. So did our former attorney Jere Fox who sold us out, about whom we are informed that, before he took our case, he did made a vizit behind the Iron Curtain.

At the time of the accident -November 11,1976-, the man who hit us, did not have any alive relatives. While we still were in the Hospital following the accident, he got urgently married in Las Vegas and, after we did file our Complaint for personal injury, he did liquidate his entire wealth (house, bank account, etc.) with the knowledge of our attorneys of record and, on September 11,1978 he unexpectedly died before we could take depositions from him.

Despite of this fact, his Insurance Company, Automobile Club of Southern California (which it is entirely responsible for preventing us from doing investigations upon the accident as long as its client was still alive) knew that we have enough evidence to prove in Court that, they play into the hands of the communist agents who did plane that attempt to our lives.

This is the key of the case and for this reason the Insurance Company did restore to corruption of the judges and

E 5.

our attorneys, together with whom they did use only unjust methods and, they did commit all kind of fale and abuse of discretion by which they did eliminate the jury trial and did settle our personal injury case against our will, with the purpose not to be revealed the truth at the trial.

Through such false and fraudulent methods, as we will prove further below, the causes of that accident were hushed up and, the culpable did take refuge from the responsibility they have to pay for the damages caused to us by their client following the auto accident of November 11,1976.

STATEMENT PO THE FACTS

First of all we are praying this Court to take into account the fact that, we do not know well English, we are not attorneys by profession, we are very poor and have no money to hire an attorney. For these reasons we could not finish earlier this Brief and we did request two Extention of time in order to write it and translate it with the help of the dictionary, as we could.

That is why we are praying this Court to have patience and to carefully examine all the evidence from the Clerk Transcript mentionned in this Brief, from which it very clearly results that, this case has no comparison with any other case and, it will be made a big mistake if you will attempt to compare it with other cases because, as it will be seen, the abuses committed against us are unique in the history of the Justice.

We made this Appeal against the Riverside Superior

E C.

Court Order of March 31,1981 given by judge Robert Timlin, on our Motion for New Trial, case No. Indio 24204 (improperly transferred to Riverside, against our will and against Section 398 of the California Code of Civil Proceeding.

On August 4,1977 it has been filed our Complaint for personal injury, Case No.Indio 24204, with claims of $3,150,000.00.-

On November 7,1977 it has been filed in this case, At-Issue-Memorandum by which, it has been established this case to be tried by jury. The proof is, At-Issue-Memorandum itself, which it is found on page No.1 and2 in the Clerk Transcript.

On August 6,1979, we did sign a contract (retainer-agreement) with Law firm "Lawson & Hartnell" through attorney Jere Fox, to represent us in this case. In this retainer-agreement, they did engage themselves to maintain action for damages against all the responsible parties, including a Motion for new trial. They did also engage themselves not to make any settlement in this case without our complete approval. The proof is, the retainer-agreement itself, found on page No.52 and 53 in Clerk Transcript, agreement which, as we will prove further in this Brief, it was flagrantly violated by the law firm "Lawson & Hartnell".

On August 10,1979 we did inform in writing the Law firm "Lawson & Hartnell", respectively attorney Jere Fox, that, we are opposing from the beginning to any deal or trial if we do not have an interpreter. As a proof, see please our letter of August 10,1979 sent to attorney Jere Fox, found in Clerk Transcript on page No.146.-

Attorney Jere Fox, did answer to us on August 15, 1979 that, he will confer with the Court regarding to a neutral interpreter for us at the trial. The proof is his letter dated august 15,1979 -see it please on page No.148 in Clerk Transcript promisse which, as we will prove further in this Brief, it was also violated by our former attorneys.

On September 11,1979 at the Mandatory Settlement Conference, our attorneys on record, "Lawson & Hartnell", respectivelly attorney Jere Fox, did file the List of special damages suffered by us following the accident, in a total sum of $319,761.85. See this proof on Page No.3 in Clerk Transcript. But, as we will prove further in this Brief, our attorneys did manufacture instead, a false Stipulated Judgment, without our knowledge and against our will, in sum of $30,000.00 for both of us, amount which, they knew, does not cover even our medical bills, although from the court records, it results that we have no guilt what so ever for the accident, and, the insurance policy of the man who hit us , is in sum of $300,000.00.-

On October 9 and 10,1979 when it has been set the jury trial to start, our attorneys "Lawson & Hartnell" came in Court without the interpreter they have promissed for us and, they lied that the interpreter will come after the jury are selected.

In reality, after the jury were selected, the trial did start without an interpreter for us; more than that, instead of calling me (Emilia Tatu) to testify first because I knew little English but not the judicial expressions used in Court, my husband (Emil Tatu) who does not speak English, was called

first to testify; in vain he was asking in Court in Romanian, to be brought an interpreter for him for he does not understand anything, because our attorneys and judge John Carroll, was calling for silence in Court warning my husband to cease to speak.

Being obvious that the jury did not understand what my husband was saying and, all the people in Courtroom were laughing, all at once, our attorneys and the attorney for the Insurance Company did gather together with the judge and, they did confer something in secret. After that, our attorneys did interrupt the trial, did call us in a room outside the Courtroom and, they told us that, the trial cannot go on until we will first undergo for the surgeries prescribed by doctors following the accident and, for this, we have to accept to receive from the Insurance Company, an advance of $30,000.00 for both, in order to pay for surgeries and part of the medical bills. About the trial they told us that it will be resumed after our surgeries will be performed. Then, we been brought again in Courtroom where the jury were not present. The judge and the attorneys did talk something in their language and then, we been asked if we do accept the amount of $30,000.00 for both, on the conditions which our attorneys told us and, we did agree -later, this agreement was set aside at our request, by our former attorneys "Lawson & Hartnell", as we will prove further in this brief-.

On October 11,1979, our attorney, Jere Fox, did took us with his car, to the Los Angeles Offices of Automobile Club of Southern California, at 1950 Century Park East, in order to sign the forms to receive the advance money. Over there, he did hand to us some forms filled in advance by his handwriting and, he

E 9.

told us to quickly sign them because he is in hurry to do the other forms necessary for us to receive the cheque. At our request he gave us a copy of the forms he did rush us to sign and, while reading those, we could see that we been deceived (although we did not have the dictionary with us) and, that, the Insurance Company together with the judge and our attorneys, did restore to such methods in order to cheat us. Immediately on the spot, we did call Mr.Jere Fox who was in a separate room with Mr. McClean form the Insurance Company, asking him to immediately hive us back the original of those forms he did deceive us to sign, in order for us to cancel them. Seeing our intention to cancel those forms, they refused to give them back to us, reason for which, we did write a Mention for cancel them on the copies given to us by Mr.Jere Fox and we did inform them about this fact. The proof are, those release forms which were filled in by attorney Jere Fox but were cancelled by us on October 11,1979 -See page No.25 and 26 in the Clerk Transcript -, through the Mention we wrotte on them, quote:

> "CANCELLED. The reason: We been betrayed when Mr. Lawson has interrupted the trial and tols us that the total amount of $30,000.00 for both of us represents only an advance. From this moment on, the Law Firm Lawson & Hartnell is fired from our case and, any agreement made by them it is null. We declare that we refuse to consent to settle the case and, we want our jury trial to continue. The proof in this sense it is and will be, our refusal in fact to receive the money. Because has been refused to restore to us the originals of this forms, through this Mention on this copy, we declare them null, no matter in whose hands they are. Dated: Oct.11,1979; Signed: Emil and Emilia Tatu".

The next day, October 12,1979, we did warn also in writting our former attorneys Lawson & Hartnell that, they did betrayed us, any agreement made by them in our name, it is null,

E 10.

that we do forbid them to sign any paper in our name any more and, we did request them to send right away the Substitution of Attorney because, as we did mention on those release forms when we did cancel them, we want the jury trial to go on. The proof is, our letter of October 12,1979 which is on Page No.27 in Clerk Transcript. Following that letter, attorney Jere Fox told us on the phone that, he did inform judge John Carroll about the fact that we want the trial to go on and, that is why the judge did set a Hearing with us for October 17,1979. Mr. Fox did also tell us that both him and attorney Carroll Lawson will be in Indio Court on October 17,1979 when they will file the Substitution of Attorney before that Hearing will start so that we will can represent in Propria Persona in front of judge John Carroll on Oct.17,1979.

In the morning of October 17,1979 in Indio Court, our attorneys Lawson & Hartnell and us, did sign the Substitution of attorney after which, they told us that they will set aside the agreement they made in Court on October 10,1979 without an interpreter for us and without the jury, and they said they will file the original of the Substitution of Attorney. The proof is the Substitution of Attorney itself, signed on October 17,1979, see page No.28 and 29 in Clerk Transcript.

But, after the Substitution of Attorney was signed, our former attorneys Lawson & Hartnell, did go with the attorney for the Insurance Company, Mr. Crowley, into judge John Carroll's chamber, telling us that they have to show to the judge the Substitution of Attorney.

We were waiting outside and, seeing that they are staying too long without calling us in, for the Hearing set for us

E 11.

with the judge, we personally went into his chamber and told him that our former attorneys Lawson & Hartnell (who have just walked outside), were substituted from our case.

We gave to judge John Carroll our four pages written "Reasons for which we been prevented from having a fair trial" prepared since October 12,1979 -see them on page No.31, 32, 33 and 34 in Clerk Transcript-. Judge John Carroll did call attorney Lawson in and, at his request, we gave him too a copy of the four pages "Reasons" which, were served by certified receipt mail to the attorney for the Insurance Company in the same day because he did leave the chamber when we went in and refuse to stay.

We did also present to judge John Carroll a written "Note" with four points, from which it clearly results that, we did not want anything else but to continue our jury trial - as proof, see please this Note on page No.30 in Clerk Transcript.

At the end of the Hearing, judge John Carroll did promisse us that, he will take into account everything we gave him in writing and that, in 2 or 3 days he will send by mail at our residence in Los Angeles, the decision he will take following that Hearing with us of October 17,1979.

But, judge John Carroll did never inform us about his decision following that Hearing of October 17,1979, in spite of our numerous insistences made both by telephone and in writing through our letters sent to him on October 23,1979 by certified receipt No.307382; on November 1,1979 by certified receipt No. 307381; on November 15,1979 by certified receipt No.P01 139501; on November 28,1979; on December 4,1979 (copies of those letters were not comprised in Clerk Transcript but, if they will be

E 12.

necessary to this Court, we will put them at its disposal.

In spite of the fact that, judge John Carroll took knowledge of the substitution of our attorneys since October 17, 1979, still, much to our surprise, on November 7,1979, from a letter signed by deputy clerk Ana Rojo, it results that our attorneys Lawson & Hartnell did not file the original of the Substitution of Attorney and that, for this reason, the Court may not take into account any paper filled by us in pro. per., because the Court still keps them as our attorneys on record. See please this proof on page No.35 in Clerk Transcript.

By finding out that our former attorneys Lawson & Hartnell did not file the Substitution of Attorney and, by seeing that judge John Carroll and the clerk, continue to hide from us if anything has been decided and what has been decided following the Hearing we had with the judge on October 17,1979, we came to the conclusion that, they continue to act together against us. That is why, on December 14,1979 we did travel from Los Angeles to Indio Court in order to find out what happend. On that occasion, much to our surprise, we did find out about a flagrant abuse and a false document named "Stipulated Judgment" dated October 17, 1979, indited, signed and filed it in secret confronted by us, by: judge John Carroll, by our former attorneys Carroll Lawson and by the attorney for the Insurance Company, Mr. James Crowley. At that time, we bought from the clerk a copy of that false document and, we did annull it thrcugh a mention written on it -See it please on page 36 and 37 in the Clerk Transcript-. We did request immediately to be set aside through many petitions, starting with the petition of December 17,1979 properly served to the opposing

E 13.

party as well as to the Court with certified receipt No.307343 of December 17,1979 -See it please on page No.39, 40 and 151 in Clerk Transcript, but judge John Carroll, who was corrupted, did refuse to file it while he abusively gave to the opposing party, satisfaction of judgment -see page No.46 in Clerk Transcript-.

The fact that those three -judge John Carroll, our former attorneys Lawson & Hartnell and, the attorney for the Insurance Company - did conspire and premeditated together to eliminate our jury trial, to liquidate our case against our will and without any kind of trial and, to manufacture that false document named by them "Stipulated Judgment", it clearly rosults from the above mentionned evidence which incontestably attest that, our former attorneys on record, did violate their written commitment confronted by us, *from* the retainer-agreement -see it please on page No.52 and 53 in Clerk Transcript- and from their written promisses -see them on page No.147 and 148 in Clerk Transcript-. From the two evidence it results that they did engage themselves not to make any settlement without our complete approval, to maintain our action for personal injury against all the responsible parties including to a Motion for new trial and to bring an interpreter for us in Court.

But in reality:

- they did not bring for us an interpreter in Court;

- they did interrupt the jury trial (in fact, the trial could not take place without an interpreter);

- they did violate our will clearly expressed in writing through the mention we wrotte on the release forms on October 11,1979 when we did cancel them; - See them please on

E 14.

page No. 25 and 26 in Clerk Transcript;

- they did ignore our will written in our letter of August 10,1979 -see it on page No.146 in Clerk Transcript-, and, our letter of October 12,1979 -see it on page 27 in Clerk Transcript-;

- they did ignore our will expressed in the four pages of "Reasons" -see them on page 31 to 34 in Clerk Transcript-;

- they did ignore our will expressed in the written "Note" presented to judge John Carroll at the Hearing of October 17,1979 -see it on page No.30 in Clerk Transcript-;

- they did not file their substitution from our case (signed it before the Hearing of Oct.17,1979) until October 31, 1979, only after they did manufacture, without our knowledge and against our will, the false Stipulated Judgment dated October 17, 1979 although they knew as well as the judge, and the attorney for the Insurance Company, that we did cancel the release forms since October 11,1979, we did substitute the attorneys and, we did request, both verbal and in writing, to be respected our constitutional right to jury trial as it has been established from the beginning in At-Issue-Memorandum -see it as proof, on page No.1 and 2 in Clerk Transcript -.

Another proof that that Stipulated Judgment was made against our will and in secret confronted by us is, everybody's refusal to inform us about the existence of that document, (including the clerk and the judge who have promisse at the Hearing of October 17,1979 to inform us about his decision) in spite of our numerous insistences made both verbal and in writing, sent to the clerk and to the judge.

E 15.

The only information we received to our numerous petitions following the Hearing of Oct.17,1979 is the one sent by deputy clerk Ana Rojo in her letter of November 7,1979 but only after we did send to Court a copy of the Substitution of Attorney about which the judge was informed before that Hearing when we did ask him to oblige our attorneys to file the original of the Substitution of Attorney. Deputy clerk Ana Rojo, as the other did, taking advantage from the fact that we live far away from Indio, she too, did not inform us about the existence in the file of that false document named Stipulated Judgment, made in secret confronted by us, by judge John Carroll, by our attorneys Lawson & Hartnell and by the attorney for the Insurance Company, although the Court claims that it was filed on October 17,1979 (?).

Constrained by the evidence which does annull any agreement and any right to sign any other agreement on our name, our former attorneys Lawson & Hartnell, were forced to recognize that, at our request, it was set aside the agreement made in Court on October 10,1979 when they inrerrupted the trial, for $30,000.00, as it results from their Cross-Complaint for Money -see please page No.4 (row 2 to 7) in Clerk Transcript.

Consequently, this is the point where our former attorneys had the legal obligation to stop. But they did not stop not even after we did cancel on Oct.11.1979 the release forms and any other agreement made by them (see page 25 and 26 in Clerk Transcript), not even after we did warn them in writing to send the Substitution of Attorney, by our letter of October 12,1979 (see page No.27 in Clerk Transcript), and, not even after we did sign the Substitution of Attorney on October 17,1979 (see page No.28

E 16.

and 29 in Clerk Transcript). To the contrary, they did continue to conspire against us, together with the attorney for the Insurance Company and with judge John Carroll, by notfiling the original of the Substitution of Attorney (which was in their possession) until October 31,1979 only after they did sign in secret that false Stipulated Judgment which they did date it the same date as the Substitution of Attorney, October 17,1979, and for the same amount of $30,000.00 refused by us when we did cancel the release forms through the Mention we did write on them on October 11,1979.

After we did cancel on Oct.11,1979 the release forms and the agreement for $30,000.00 declaring null any agreement made by our former attorneys without our signature, they did not have the right any more to make that Stipulated Judgment without our signature, behind our backs, stipulation for which, ironically, they claim form us to pay them "attorney fees" in their Cross-Complaint for Money filed on February 20,1980. Against their claim we did file on March 18,1980 our Answer to Cross-Complaint for Money but, it was totally passed under silence - See please and examine this Answer of ours which is found from page No.5 to page No.24 in Clerk Transcript-.

On what ground do Lawson & Hartnell based their allegation in page No.4 in Clerk Transcript (page no.6 of their Cross-Complaint for Money) when they state that, at our request they made that false Stipulated Judgment dated October 17,1979 without our signature, because, in the records does not exist any evidence to sustain their false allegation but, to the contrary, all the evidence attest that, since October 11,1979 we did forbid them to made any agreement and we did declare null any agreement made by

E 17.

them without our signature. As the above mentionned evidence show, those facts were well known by the judge and the opposing party, before they signed together, that false document, Stipulated Judgment.

Consequently, all the above mentionned evidence, incontestably attest that, our former attorneys Lawson & Hartnell did violate their obligations stipulated by contract (see please Page No.52 and 53 in Clerk Transcript), their written promisses made in their letter of August 15,1979 (see please Page No.147 and 148 in Clerk Transcript) and, in the same time they did violate Section 283 of the California Code of Civil Procedure which provide,quote:

> "An attorney and counselor shall have authority:
> 1. To bind his client in any of the steps of an action or proceeding by his agreement filed with the clerk.
> 2. To receive money claimed by his client in an action or proceeding during the pendency thereof, or after judgment, unless a revocation of his authority is filed.

In this way, the law firm Lawson & Hartnell did deprive us of our constitutional right to a jury trial and of our right to be compensated following the injuries we did suffer in that auto accident of November 11,1976 (for which we have no guilt as it results from the court records), damages which, according to the List of special damages filed by Lawson & Hartnell themselves, are in sum of $319,761.85 -See please this List on page No.3 in Clerk Transcript-.

It is clear that our former attorneys Lawson & Hartnell could not do that,if they would not have work in complicity with judge John Carroll against us and in the favour of the Insurance Company which, had all the interest to destroy our jury trial, to

E 18.

liquidate our case against our will in order to avoid their responsibility they have for the damages caused to us by their client and, in order to prevent us from proving in front of the jury that in their dirty affair are involved agents of the communist secret police from behind the Iron Curtain who, did followed and threatened us by death because of our publicistic anti-communist activity and because we are the leaders of a big anti-communist organisation. That is why, all the petitions we filed in Court, were abusively denied or were passed under total silence. As a proof, see please page No. 41 to 45; page No.47 and 48 and especially page No.149 to 151 in Clerk Transcript.

The same thing did happen with our numerous motions of transfer this case to a neutral Court in another County, while all the Court decisions were given in the favour of the Insurance Company and to our former attorneys Lawson & Hartnell who sold us out, even by judges who were disqualified by us, and, they gave tens of such abusive decisions.

About the existence in trial Court of this conspiracy against us, we could find out since 1978, reason for which we did request the Insurance Company to give its consent to transfer this case -see our letter of March 21,1978 on page No.49 in Clerk Transcript- but, because they knew that, only with the help of the conspiracy from that Court they can destroy our jury trial and settle this case against our will, without a trial, as it has been proven, of course they did oppose to our proposal and, they did everything to prevent this case from being transferred to a neutral Court in another County.

But, the abusive decisions of the Superior Court to

liquidate our case without jury trial, could not be put into force because, in fact, we did refuse to take the money set forth in their Stipulated Judgment made against our will by the conspiracy in that Court.

Seeing this, the authors of that false Stipulated Judgment, also abusively, did deposit in Court those money, in sum of $30,000.00 for both of us -see page No.46 in Clerk Transcript-. But even so, they could not force us to give our consent and to approve their false Stipulated Judgment, much less to receive those money.

That is why, this conspiracy against us who manufactured that false Stipulated Judgment, including our former attorneys Lawson & Hartnell, being aware of the fact that our case cannot be liquidated unless they will liquidate the amount deposited by them in Court and, knowing that, that amount is not enough to cover even our medical bills, in order to definitively liquidate the case by liquidating that amount abusively deposited in Court, Lawson & Hartnell did file in Court their "Cross-Complaint for Money". More than that, they instigate other creditors to also file Liens in this action, so that we remain uncompensated, only with the injuries, sufferings, with all the damages caused to us following that auto accident and, only with the debts.

So, as it results from the above mentionned evidence, for their criminal facts by which they did sold us out and by which they did violate all their obligations stipulated by contract and other obligations they stipulated in writing, including the violation of Section 283 of California Code of Civil Procedure, our former attorneys Lawson & Hartnell, did request the Court, in

E 20.

their "Cross-Complaint for Money", to grant them even attorney fees for their betrayal, being sure that, their complicity with the judges of that Court who did commit all the above mentionned abuses against us, will continue to help them to definitively liquidate our case in order for all of them to avoid any responsibility.

But, they did realize that, it is one more obstacle to pass, which we did avail ourselves of, namely Section 1048 (b) of the California Code of Civil Procedure, which provides, quote:

> "The court, in furtherance of convenience or to avoid prejudice, ... may order a separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any separate issue or of any number of causes of action or issues, preserving the right of trial by jury required by the Constitution or a statute of this state or of the United States".

Yet, they did abusively violate again the legal provisions and our constitutional right to jury trial and interpreter and, by a Court Order of July 21,1980 signed by judge Warren Slaughter, he decided, quote:

> "Plaintiffs Motion to set aside the false Stipulated Judgment and respecting the right to jury trial and interpreter, is denied".

After that, the conspiracy from that Court, did attempt many times to try the "Cross-Complaint for Money" filed by our former attorneys, also without a jury. But every time they did attempt to try it by violating the law, we made Hunger Strike in front of the Court House with big posters on which we wrotte to be respected our right to jury trial. Many times we did continue the Hunger Strike for days, until we did faint and been taken by Ambulance to Hospital, in serious condition. The radio and the newspapers made a big publicity to our case while we were on

E 21.

Hunger Strike -See please page 54 to 62 and page No.152 in Clerk Transcript-.

But not even after that were respected our right to have a jury trial because, all the authors of the abuses committed against us, were fully aware of the fact that, by having a jury trial, it will mean the end of their abuses.

The superior Court judges who were disqualified by us but abusively refused to disqualify themselves and did continue to give decisions against us, finally they did disqualify themselves but they did not present this case to the President of the Judicial Council as it is provided in Section 170.8 of the California Code of Civil Procedure, in order to properly and legally transfer this case according to Section 398 of the California Code of Civil Procedure.

Our legal motions of transfer this case to a neutral Court in another County, were abusively denied by Court Orders, as it is the one given on October 1,1980 by judge Metheny.

Finally, the same judge John Carroll, the principal author of the abuses against us who also signed the false Stipulated Judgment when all the other abuses started, although he was disqualified by us, in order to prevent a legal transfer of this case to another Court where we could have a fair trial by jury, he did abuse again by giving his Order of November 14,1980 -see it please on page 64 in Clerk Transcript- to"transfer"this case from a Branch (Indio) to another Branch (Riverside) of the same Court, violating in this way the provisions of Section 398 of the California Code of Civil Procedure.

His collegues from Riverside Branch, as we did antici-

E 22.

pate, did nothing else but to continue the abuses against us, in the same manner, even after we did disqualify them too.

In Riverside Branch we did also filed other Motions by which we did request a proper transfer of our case to a neutral Court in another County according to Section 397.2 and 398 of the California Code of Civil Proceeding, in order to have a fair trial See please this Motion of ours filed on January 12,1981 on page No.70 to No.74, as well as our Motion for Reconsideration filed on February 17,1981, page No.112 to No.118 in Clerk Transcript. But all our motions and petitions were again abusively denied.

After in Indio Branch were disqualified all judges, in Riverside Branch too, because of the abuses committed against us, are disqualified 6 judges. Some of them, did disqualify themselves at our request but others did refuse and continue to give abusive decisions against us, reason for which they did constrain us to do again public Hunger Strike with big posters, asking to be respected our constitutional right to have a trial by jury.

Because, from the experience we had in Indio Branch, we knew that in Riverside too, the judges will continue, one by one, the abuses against us, in order to defend their collegues from Indio, we did file on November 21,1980 our "Answer to court order of transfer", addressed to all Riverside superior judges, in which we did request them to answer us if they want to respect our constitutional right to jury trial as it has been established from the beginning in this case, or, if not, to grant a legal transfer of the case to a neutral court -see please the evidence on page No.63 to No.69 in Clerk Transcript-.

But, because we never receive any answer to that re-

quest of ours, on January 12,1981 we did file a Motion for a legal transfer -see it please on page No.70 to No.74 in Clerk Transcript which it was heard in Dept.4 by judge George Grover on January 23, 1981, but it was also abusively denied through his Order of February 4,1981.

Although the Court knew that we have 15 days to file Motion for Reconsideration against judge Grover's decision denying our motion for transfer, which we did indeed file it on time, on February 17,1981 -see it on page 112 to 118 in Clerk Transcript-, still, in the meantime, before that date, the Court did abuse again by setting the trial date of the "Cross-Complaint for Money" (also without a jury), for February 13,1981, to judge Robert Timlin of Dept.13.

This date for trial was set in spite of the fact that we been prevented by the Cross-Complainants to do discovery proceedings and in spite of the fact that the Court did refuse to first, oblige the Cross-Complainants "Lawson & Hartnell" to serve us the Documents we requested them, on which they ground their claim in their Cross-Complaint for Money -see please page No.104 to 108 in Clerk Transcript- and, to also oblige them to answer to the Interrogatories we served them -see please page 74 to 92 and page 110-111 in Clerk Transcript-, in order for us to prepare for trial.

Because of the Court refusal to respect our rights to prepare for trial, we did file a "Request for order case off calendar" and, we did disqualify in advance any judge who will dare to attempt to try our case without a jury and without respecting our right to discovery before the trial -as proof, see please our

E 24.

request filed on February 13,1981 on page 99 to 103 in Clerk Transcript-.

THE ABUSES COMMITTED BY JUDGE ROBERT TIMLIN

WHICH ARE THE SUBJECT OF THIS APPEAL

Judge Robert Timlin as all his collegues, did tread under foot all our legal rights comprised in our "Answer to court order of transfer" filed on November 21,1980 -see it please on page No.63 to No.68 in Clerk Transcript- and in our "Request for order case off calendar" filed on February 13,1981 -see it please on page No.99 to No.103 in Clerk Transcript- , in which, we did request the Court to order the Cross-Complainants to answer to the Interrogatories and to our Request for documents, in order for us to have the possibility to defend ourselves at the trial.

In spite of this fact, on February 13,1981, judge Robert Timplin did attempt to try the "Cross-Complaint for Money" also without jury and without respecting our rights to discovery proceedings in order to defend ourselves and, more than that, before it has expire the time for filing our motion for reconsideration on our motion for transfer denied by judge Grover.

For this reason, in the morning of February 13,1981 before the so called trial started, we did disqualify judge Robert Timlin in open Court, we did leave the Courtroom and, we did inform about this fact the Presiding Judge, asking him to reasign another judge. But, because the Presiding judge Dalles, did also refuse to take into account our requests, we did start a public Hunger Strike in front of the Court House, with big posters on which were written the abuses committed against us in Riverside Branch. Judge Robert Timlin and our former attorneys "Lawson &

Hartnell" (the Cross-Complainants), did came out from courtroom, they were reading our posters and were looking at the people gathering around us as well as to the reporters who did interview us.

In spite of all those facts, later, on March 10,1981, judge Robert Timlin did give against us "Judgment after trial by Court" -see it on page 119 to 122 in Clerk Transcript- and, also on March 10,1981 it was filed the "Notice of entering judgment by clerk" -see it on page 123 in Clerk Transcript-.

Against that abusive Judgment given by judge Robert Timlin, we did file on the same day of March 10,1981, our "Notice of intention for a new trial" -see it please on page No.124 to 126 in Clerk Transcript-.

On March 19,1981 we did also file the "Affidavits in support of our motion for new trial" -see it please on page No. 127 to No.136 in Clerk Transcript- in which, among other things, we did request again the disqualification of judge Robert Timlin and, to be reasign another judge to hear our Motion for new trial - see please page No.135 (row 11 to 13) in Clerk Transcript- on the ground that, after he was disqualified by us, judge Robert Timlin did try the "Cross-Complaint for Money" which is the subject of our motion for new trial.

But, in Riverside too, are continued the abuses against us and, it has been refused to reasign another judge, while judge Robert Timlin refused to disqualify himself in spite of the legal provisions and of all our insistences.

Yet, because our Motion for new trial has been set to be heard by the same disqualified judge Robert Timlin, in the morning of March 31,1981 before the Hearing was started, we did

E 26.

again disqualify him in open Court after which, we did leave the courtroom and we did file right away our "Declaration to disqualify judge Robert Timlin" -see this proof on page No.138 and 139 in Clerk Transcript- . We did also inform about this fact the Presiding judge asking him again to reasign another judge but, he refused to take any steps, reason for which we did start again a public Hunger Strike with big posters, in front of Dept.13 while judge Robert Timlin abusively was hearing on the above mentionned conditions, our Motion for new trial; as we anticipated, he did deny our Motion -see please his order filed on March 31,1981 on page 137 in Clerk Transcript- and, his Notice of Ruling filed only on April 13,1981 - page no.140 to 142 in Clerk Transcript.

On May 27,1981 we did file our Notice of Appeal -see it please on page No.143 in Clerk Transcript- against judge Robert Timlin abusive order of March 31,1981 which is the subject of this present appeal.

Judge Robert Timlin knew the fact that, even after our former attorneys Lawson & Hartnell did betray us, yet, we did give them another chance to set aside their false Stipulated Judgment by which they sold us out -see this proof on page No. 153 and 154 in Clerk Transcript, letter of March 5,1981- and, to continue to represent this case on the conditions they did stipulate in the contract, but they did not want that.

ISSUES ON APPEAL

POINT I. Has a judge the right to violate the Plaintiffs'right to a jury trial in an action when the trial was from the beginning established with jury through At-Issue-Memorandum and, when the

Plaintiffs, from the beginning did request only jury trial in all the papers filed in Court ?

POINT II. Has a judge the right to try a case in which the party who claims money refuses to cooperate in discovery with the party from whom he claims money, by refusing to answer to the Interrogatories ?

POINT III. Has a judge the right to try a case in which the party who claims money refuses to put at the disposal of the party from whom he claims money, the documents on which he based his claim ?

POINT IV. Has a judge the right to try a case after he was disqualified ?

POINT V. Has a judge the right to act and to hear a Motion for a new trial after he was disqualified, both before the trial and before the Hearing of the motion for a new trial ?

POINT VI. Has a judge the right to try a case when he was informed that that case was abusively and illegaly transferred, against the law and against Plaintiff's will, to the Branch where he acts as judge ?

POINT VII. Has an attorney the right to violate his obligations stipulated by contract, to sale out his client and to sign a settlement against his client's will ? And, has an attorney who sold out his client and violated his obligations stipulated by contract, to ask for "attorney fees" in a Cross-Complaint for Money, for betraying his client by liquidating his case and the amount refused by his client and by depositing in Court that amount against his client's will ?

ARGUMENT

POINT I: HAS A JUDGE THE RIGHT TO VIOLATE THE

E 28.

PLAINTIFFS'RIGHT TO A JURY TRIAL IN AN ACTION WHEN THE TRIAL WAS FROM THE BEGINNING ESTABLISHED WITH JURY THROUGH AT-ISSUE-MEMORANDUM AND, WHEN THE PLAINTIFFS, FROM THE BEGINNING DID REQUEST ONLY JURY TRIAL IN ALL THE PAPERS FILED IN COURT ?

Categorically not.

The seventh Amendmant of the United States Constitution provides that, the right of trial by jury shall be preserved.

The fourteenth Amendmend of the United States Constitution provides that, no State shall deny to any person within its jurisdiction the equal protection of the laws.

Section 1048 (b) of the California Code of Civil procedure, provides, quote:

> "The court, in furtherance of convenience or to avoid prejudice... may order a separate trial of any cause of action, including a cause of action ascertained in a cross-complaint, or of any separate issue or of any number of causes of action or issues, preserving the right of trial by jury required by the Constitution or a statute of this state or of the United States".

So, it clearly resutls that, by trying this case without jury, judge Robert Timlin did violate the above legal provisions and consequently, his Decision of March 10,1981 as well as the Decision of March 31,1981 which is the subject of this appeal, are abusive and illegal.

POINT II: HAS A JUDGE THE RIGHT TO TRY A CASE IN WHICH THE PARTY WHO CLAIMS MONEY REFUSES TO COOPERATE IN DISCOVERY WITH THE PARTY FROM WHOM HE CLAIMS MONEY, BY REFUSING TO ANSWER TO THE INTERROGATORIES ?

Categorically not.

Section 2016 of the California Code of Civil Pro-

E 29.

cedure, provides, quote:

"a) Any party may take the testimony of any person, including a party, by deposition upon oral examination or written interrogatories for the purpose of discovery or for use as evidence in the action or for both purposes. Such depositions may be taken in an action at any time after the service of summons ...or after the appearance of the defendant or respondent.

b) ...the deponent may be examined regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, wheter it relates to the claim or defense of the examining party..."

Section 2030 of the California Code of Civil Procedure, provides, quote:

"(e)(1) Upon the failure of the responding party to respond timely to written interrogatories, the propounding party may seek sanctions as provided by law".

Section 2034 of the California Code of Civil Proceedure, provides, quote:

"(a) Upon the refusal or failure of a party to answer any interrogatories submitted under Section 2030 of this code, the proponent of the question may on like notice make like application for such an Order".

So, it clearly results that, by trying this case without to first oblige the Cross-Complainant to answer to the Interrogatories served by us, judge Robert Timlin did violate the legal provisions, depriving us of our right to defend ourselves and, consequently his Judgment of March 10,1981 as well as his Decision of March 31,1981 which is the subject of this appeal, are illegal and abusive.

POINT III: HAS A JUDGE THE RIGHT TO TRY A CASE IN WHICH THE PARTY WHO CLAIMS MONEY REFUSES TO PUT AT THE DISPOSAL OF THE PARTY FROM WHOM HE CLAIMS MONEY, THE DOCUMENTS ON WHICH HE BASED HIS CLAIM ?

Categorically not.

Section 2031 of the California Code of Civil Procedure, provides, quote:

> "(a) Any party may serve on any other party a request (1) to produce and permit the inspection and copying or photographing, by or on behalf of the party making the request, of any designated documents, papers, books, accounts, letters, objects or tangible things, not privileged, which are relevant to the subject matter of the action."

Section 2034 of the California Code of Civil Procedure provides, quote:

> " (a) if a party...refuses or fails to produce any books, documents or other things under his control, the proponent may move the court in which the action is pending, for an order compelling the production of such books, document or other thing".

So, it is also clear that, by trying this case without obliging first the Cross-Complainant to serve the documents requested by us, on which he based his claim, judge Robert Timlin did violate those legal provisions, depriving us of our right to defend ourselves, and, consequently both his Judgment of March 10,1981 and his Decision of March 31,1981 which is the subject of this appeal, are abusive and illegal.

POINT IV: HAS A JUDGE THE RIGHT TO TRY A CASE AFTER HE WAS DISQUALIFIED ?

Categorically not.

Section 170 of the California Code of Civil Procedure provides, quote:

> "No justice or judge shall sit or act as such in any action or proceeding:
> 5. when it is made to appear probable that, by reason of bias or prejudice of such justice or judge a fair and impartial trial cannot be had before him.
> Whenever a judge who shall be disqualified...

E 31.

neglects or fails to declare his disqualification... any party to such action or proceeding who has appeared therein may present to the court and file with the clerk a written statement objecting to the hearing of such matter or the trial of any issue of fact or law in such action or proceeding before such judge.

No judge who shall deny his disqualification, shall hear or pass upon the question of his own disqulification; but in every such case, the question of the judge's disqualification shall be heard and determined by some other judge agreed upon by parties who shall have appeared in the action or proceeding, or, in the event of their failing to agree, by a judge assigned to act by the Chairman of the Judicial Council, and, if the parties fail to agree upon a judge to determine the question of the disqualification, within five days after the expiration of the time allowed for the judge to answer, it shall be the duty of the clerk to notify the Chairman of the Judicial Council of that fact; and it shall be the duty of the Chairman of the Judicial Council to assign some other judge, not disqualified, to hear and determine the question."

Section 170.6 of the California Code of Civil Procedure provides, quote:

"(1) judge ...of any superior court of the State of California shall try any civil action or special proceeding of any kind...when it shall be established that such judge is prejudiced against any party or attorney appearing in such action or proceeding.".

Section 170.8 of the California Code of Civil Proceeding provides, quote:

"When there is no judge of a court qualified to hear an action or proceeding, the clerk or, if there be no clerk, the judge shall forthwith notify the Chairman of the Judicial Council of that fact. The judge assigned by the Chairman of the Judical Council shall hear the action or proceeding at the time fixed therefor".

So, it also clearly results that, by trying this case after he was disqualified, judge Robert Timlin did violate the above legal provisions and, consequently, his Judgment of March 10,1981 and his Decision of March 31,1981 which is the subject

E-32.

of this appeal, are abusive and illegal.

POINT V: HAS A JUDGE THE RIGHT TO ACT AND TO HEAR A MOTION FOR A NEW TRIAL AFTER HE WAS DISQUALIFIED, BOTH BEFORE THE TRIAL AND BEFORE THE HEARING ON THE MOTION FOR A NEW TRIAL ?

Categorically not. See Section 170 , 170.6 and 170.8 of the California Code of Civil Procedure, quoted above at POINT IV.

So, it also clearly results that, by hearing our Motion for new trial after he was disqualified, judge Robert Timlin did also violate the above mentionned legal provisions and, consequently his Decision of March 31,1981 which is the object of this appeal, is illegal and abusive.

POINT VI: HAS A JUDGE THE RIGHT TO TRY A CASE WHEN HE WAS INFORMED THAT THAT CASE WAS ABUSIVELY AND ILLEGALY TRANSFERRED, AGAINST THE LAW AND AGAINST PLAINTIFF'S WILL TO THE BRANCH WHERE HE ACTS AS JUDGE ?

Categorically not.

Section 397.2 of the California Code of Civil Procedure provides, quote:

> "The court may, on motion, change the place of trial when there is reason to believe that an impartial trial cannot be had therein".

Section 398 of the California Code of Civil Procedure provides, quote:

> "If, for any cause specified in subdivisions 2,3 and 4 of section 397, the court orders the transfer of an ation or proceeding, it must be transferred to a Court having jurisdiction of the subject matter of the action which the parties may agree upon, by stipulation in writing, or made in open court; or, if they do not so agree, then to the

E 33.

nearest or most accessible Court, where the like objection or cause for making the order does not exist".

Section 170.8 of the California Code of Civil Proceedings, provides, quote:

"When there is no judge of a court qualified to hear an action or proceeding, the clerk, or, if there be no clerk, the judge shall forthwith notify the Chairman of the Judicial Council of that fact".

So, it also clearly results that, by trying this case although he was informed that the case was abusively and illegaly transferred to the Branch where he acts as judge, judge Robert Timlin did violate the above mentionned provisions and consequently, his judgment of March 10,1981 and his decision of March 31,1981 which is the subject of this appeal, are also illegal and abusive.

POINT VII: HAS AN ATTORNEY THE RIGHT TO VIOLATE HIS OBLIGATIONS STIPULATED BY CONTRACT, TO SALE HIS CLIENT AND TO SIGN A SETTLEMENT AGAINST HIS CLIENT'S WILL ?
AND, HAS AN ATTORNEY WHO SOLD OUT HIS CLIENT AND VIOLATED HIS OBLIGATIONS STIPULATED BY CONTRACT, THE RIGHT TO ASK FOR "ATTORNEY FEES" IN A CROSS-COMPLAINT FOR MONEY, FOR BETRAYING HIS CLIENT BY LIQUIDATING HIS CASE AND THE AMOUNT REFUSED BY HIS CLIENT AND BY DEPOSITING IN COURT THAT AMOUNT AGAINST HIS CLIENT'S WILL ?

Categorically not.

Section 283 of the California Code of Civil Procedure provides, quote:

"An attorney and counselor shall have authority:
1. to bind his client in any of the steps of an action or proceeding by his agreement filed with the clerk.
2. to receive money claimed by his client in an

E 34

action or proceeding during the pendency thereof, or after judgment, unless a revocation of his authority is filed."

In the retainer agreement signed on August 6,1979 by the law firm Lawson & Hartnell -see please page No.52 and 53 in Clerk Transcript - it is stipulated, quote:

"This office will take such stepts as are reasonably advisable to your claims, and it will investigate, institute, prosecute and maintain an action for damages, or other necessary remedies, against all responsible parties in connection with the above matters, and it shall render all services appurtenant thereto, including a motion for a new trial.

...any advanced costs, shall be payable to this office on the date of receipt of settlement of judgment proceeds,...

... No settlement of your claims will be made without your complete approval, and you agree not to settle said claims without the written consent of this office."

So, it clearly results that, judge's Robert Timlin judgment of March 10,1981 and his Decision of March 31,1981 which is the subject of this appeal, by which he granted attorney fees to our former attorneys Lawson & Hartnell in spite of the fact that judge knew that they did violate all their obligations stipulated by contract, are abusive and illegal.

Judge Robert Timlin did also know that our former attorneys did violate their promisses made in writing in their letter sent to us on August 15,1979 in the sense to bring for us an interpreter at the trial. As proof see please this letter on page No. 147 and 148 in Clerk Transcript.

But who is going to compensate us for the damages we did suffer in that auto accident, damages which, according to the calculations made by our former attorneys themselves,

E 35

are in sum of $319,761.85 -see please this List filed in Court, on page No.3 in Clerk Transcript-.

CONCLUSION

Here the Court, abusively granted to Cross-Complainants, on March 10,1981, "Judgment after trial by court" and then, also abusively did deny on March 31,1981 our Motion for new trial which is the subject of this appeal, thereby depriving us of any right to a trial by jury, in contradiction to all rights of due process and equal protection under California and United States of America Constitutions. United States Constitution, Seventh and Fourteenth Amendments; California Constitution, Article I, Sections 7(a)(b) and 15.

The abuse committed by judge Robert Timlin is more flagrant as, both his judgment and his Decision which is now on appeal, are given:

- in spite of the fact that he was disqualified by us before he started the "so-called" trial and the Hearing of our motion for new trial;

- in spite of the fact that he had, according to Section 1048(b) of California Code of Civil Procedure; the legal obligations to preserve the right to trial by jury as it has been established from the beginning of this case in At-Issue-Memorandum filed by us on November 7,1977 -the only lawful Issue Memorandum in our case No.Indio 24204;

- in spite of the fact that he took knowledge from the Court's records that he acts in this case although he knew that it was improperly transferred to the Branch where he sits as a judge;

E 36

- in spite of the fact that the discovery proceedings were not finished, knowing that the Cross-Complainants did refuse to answer to Interrogatories we served on them and also refused to serve the Documents on which they allege to ground their claims and, judge Robert Timlin did refuse to oblige them to serve those on us before the trial;

- in spite of the fact that, judge Robert Timlin did abusively grant to our former attorneys Lawson & Hartnell, attorney fees although he knew from the Court records that they did violate all their legal obligations stipulated by contract, that they did betray us and for that, they claim attorney fees.

FOR THE ABOVE REASONS, this Honorable Court is requested to reverse the Decision given by judge Robert Timlin on March 31,1981 and consequently his judgment of March 10,1981 and, to grant us a legal transfer and a new trial on all matters, with respecting our constitutional right to a trial by jury as it has been established from the beginning in At-Issue-Memorandum and with respecting our right to discovery before trial, in order to defend ourselves. Only in this way can be re-established the Justice in this case and it will be possible to put an end to the unprecedent and uncomparable abuses in the history of the Justice, committed against us in Riverside Superior Court.-

DATED: February 19,1982

Respectfully submitted,

APPELLANTS IN PRO.PER.,

Emil Tatu

Emilia Tatu

By: Emilia Tatu with help of the dictionary.

(VERIFICATION — 446, 2015.5 C. C. P.)

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO, 4th CIVIL NO. 25880

I am the We are the Appellants

in the above entitled action or proceeding; I have read the foregoing APPELLANT'S OPENING BRIEF

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on February 19, 1982 (date) at Los Angeles (place), California

I declare, under penalty of perjury, that the foregoing is true and correct.

Emil Tatu

Emilia Tatu

Signature

PROOF OF SERVICE BY MAIL (1013a, 2015.5 C. C. P.)

STATE OF CALIFORNIA, COUNTY OF Los Angeles

I am a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is:

5942 SUNSET HOLLYWOOD CA. 90028

On February 19, 19 82 I served the within Appellant's opening Brief.

on the parties.

in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles

addressed as follows:

1. LAW FIRM "LAWSON & HARTWELL"
25757 Redlands Blvd.
Redlands, Calif. 92373

2. RIVERSIDE SUPERIOR COURT
4050 Main Street
Riverside, Calif. 92502

3. CALIFORNIA SUPREME COURT
3580 Wilshire Blvd.
Los Angeles, Cal. 90010

Executed on February 19, 1982 (date) at Los Angeles (place), California

I declare under penalty of perjury, that the foregoing is true and correct.

Donald Caesse

Signature

DONALD CAESSE

E 38.

4-th.CIVIL
No. 25880

IN THE SUPREME COURT OF

THE STATE OF CALIFORNIA

EMIL TATU and EMILIA TATU,

Plaintiffs, Appellants and Petitioners.

vs.

WILLIAM DAVIS, et.al.,

Defendants,

LAWSON & HARTNELL,

Defendant, Respondent.

SUPREME COURT
FILED
APR 13 1983
LAURENCE P. GILL, Clerk
Deputy

PETITION FOR HEARING

EMIL TATU and EMILIA TATU
P.O. Box 29173
Los Angeles, Calif. 90029

PETITIONERS IN PRO. PER.

F1.

TOPICAL INDEX

TABLE OF AUTHORITIES

F 2.

PETITION FOR HEARING

TO THE HONORABLE ROSE BIRD , CHIEF JUSTICE AND TO THE HONORABLE ASSOCIATE JUSTICES OF THE SUPREME COURT OF THE STATE OF CALIFORNIA.

We Petitioners, EMIL TATU and EMILIA TATU, petition for Hearing to reverse the OPINION of the Court of Appeals, Fourth Appellate District, Division Two, filed on March 17,1983 by which it did abusively order to be dismissed our Appeal filed since May 27,1981.

This Hearing it is necessary to be set aside the abuses and the flagrant False by which we been deprived of all our legal and Constitutional rights -the right to petition, the right to a trial by jury and the right to equal protection of the laws-. Only by setting aside these abuses and flagrant False by which has been brought big damages to us, it can be reestablished the Justice.

The relief requested is as follows: setting aside the OPINION of the Court of Appeals which for the second time in our P.I. Case No.I-24204 did pass under total silence the main issue raised by us on appeal, namely, a flagrant False called "Stipulated judgment" by which has been eliminated our jury trial in Superior Court and, Judges who had no jurisdiction to try this case set for jury, did give over 30 abusive decisions against us by which they did put into force said flagrant False, the last decision did bring said False on appeal for the second time.-

DATED: April 16,1983

Respectfully submitted,

EMIL TATU _____

EMILIA TATU _____

By: Emilia Tatu with help of the dictionary.

F3.

STATEMENT OF THE CASE

This Case which is now again on appeal, did raise only from our Personal Injury action No.Indio-24204 which was established once and for all to be tried by jury through At-Issue-Memorandum filed on November 7,1977, trial by jury upon which we did insist to be respected, as it results from all the records signed by us.

According to Seventh Amendment to the U.S.Constitution, to Sec.1048(b) of the California Code of Civil Procedure and to other legal provisions, no judge had jurisdicition to try and to decide without jury in this case. Based on such legal provisions, we did file with the trial Court many petitions disqualifying any judge who will attempt to violate such legal provisions, to try and to give decisions in this case.

So that, all the decisions or orders given by any judge on these circumstances, are abusive and illegal including the orders given by judge Robert Timlin which are now on this appeal because, like the other over 30 decisions and orders given by superior judges in our P.I. Case No.I-24204, judge Timlin's orders too, are grounded on the same flagrant False which, through unprecedented abuse of discretion, is still pass under total silence, including by the Court of Appeals twice and, by California Supreme Court once.

As it results from the records on this appeal, said False has been made and kept in secret confronted by us but, as soon as we could discover it, we did challange it within the legal time but, it continue to be again pass under total silence including by the Court of Appeals although, we repeat, this False stands at the foundation of all the abusive decisons given against us until now.

F4.

This present matter was brought to appeal against the Superior Court Order given by judge Robert Timlin on March 31,1981 (page 137 in Clerk Transcript, hereafter reffer to as C.T.) in which he ordered denial of our Motion for reconsideration for a legal New Trial filed on March 10,1981 on ground of Sec.657(1.) of the California Code of Civil Procedure.

Then, on March 19,1981 we did file our "Affidavit in support to our motion for reconsideration for a legal new trial (page 127-136 in C.T.) requesting not to be heard by judge Timlin.

On April 13,1981 the respondent LAWSON & HARTNELL did serve to us NOTICE OF RULING by which we been informed that judge Timlin did deny our motion for reconsideration for a new trial (page 140-142 in C.T.) (From this date started to run the time for filing our Notice of Appeal).

On May 27,1981 we did file our NOTICE OF APPEAL against judge Timlin'order by which he did abusively deny our motion for reconsideration for a legal new trial.

On October 30,1981 has been filed in Court of Appeals the Clerk Transcript (the record on appeal) certified by Riverside Superior Court.

On February 19,1982 has been filed our APPELLANT'S OPENING BRIEF.

On March 23,1982 the Court of Appeal sent to respondent NOTICE that he did not file his Brief yet.

On June 22,1982 respondent filed his Request for extention of time and to augment the record.

On June 24,1982 we did file our NOTICE in opposition to be granted another extention of time to respondent.

F 5.

On July 9,1982 the Court of Appeal ordered denial of the respondent's request for extention of time and for augment the record.

On July 22,1982 filed our Opposition to supplement statement to motion to augment record and extend time for respondent's brief to be filed.

On August 22,1982 was finaly filed Respondent's Brief.

On August 31,1982 Court of Appeals letter to respondent and to appeallants, requesting further briefing.

On September 14,1982 we filed our Appellant's Reply Brief.

On September 14,1982 we filed our Letter Brief made at Court of Appeal's request of August 31,1982.

On October 1,1982 respondent's Letter Brief requested by the Court of Appeals.

On October 8,1982 filed Appellant's Reply Letter Brief.

On November 3,1982 filed our MOTE requesting the Court of Appeals to transfer the case to another Court.

On November 8,1982 our letter sent to Honorable MORRIS, Presiding Justice, asking to transfer the case to another Court.

On November 16,1982 the Court of Appeal did treat our request for transfer as a motion to disqualify the Court and did Order to deny it.

On December 2,1982 did take place the ORAL ARGUMENT and it was filed our MOTE read it and hand it to the Court of Appeal at that day.

On December 7,1982 filed our letter sent to Court of Appeal with very important explainations and requesting to allow us do examine the file requested from the Superior Court, immediately after arrival.

On December 23,1982 was filed our very important NOTE OF FINDINGS after we examine in clerk's office the entire file No.I-24204 requested by the Court of Appeals from the Superior Court.

On February 4,1983 filed our letter sent to Honorable MORRIS, Presiding Justice requesting again to order investigations and graphological expertise upon the hand-writings on the Release Forms in order to prove that the so-called Stipulated Judgment it is a flagrant False.

On March 18,1983 our Letter sent to Court of Appeals requesting again to decline its jurisdiction and to transfer the case to another court because of its refusal to order investigations and graphological expertise upon the Falses discovered by us on December 21,1982 as we wrotte in our NOTE OF FINDINGS.

On March 21,1983 we did receive by mail a copy (unsigned and undated) of the Court of Appeal's OPINION having a filed stamp on it as to March 17,1983, by which our Appeal was abusively dismissed.

All the records on appeal are part and parcel of this present Petition for Hearing.

SUMMARY OF EVIDENCE

In order to dismiss our Appeal, the Court of Appeals did pass undet total silence the most important issue raised by us on appeal, namely the fact that, the False statements made in Court by respondent on basis of which has been manufactured and ordered the False Stipulated Judgment dated October 17,1979, were all kept in secret confronted by us, they were not exist in Court's file not even on November 24,1982 when we examined for the last time the file

F 7.

in the Superior Court and, more then that, they were never been registered in Court's Register of action sheets.

About those False statements which were kept in secret from us, we could never find out if the respondent would not have arrange with the Court of Appeals at the Oral Argument of December 2,1982 to request from the Superior Court the entire file when, for the first time he did introduce in the file a so-called record named "Reporter's Transcript" (which, although has a Superior Court Filed stamp on it dated June 18,1980, it was never registered in Court's Register of action sheets. This is a strong proof that he Superior Court was implicated against us and it did deprive us of our constitutional right to equal protection of the laws).

Said record called Reporter's Transcript consists of said False statements about whose existence we could find out nothing but only on December 21,1982 when, at our written request, the Clerk of the Court of Appeals did allow us to examine the file in his San Bernardino Office.

(For such fraudulent practices of introducing in the file fictitious records have been used in our case, in the event that this case will go to the United States Supreme Court, we also will be forced to travel to Washington D.C. in order to examine again all the records transmitted there and to see if there will be introduced any false or fictitious records, not filed and kept secret from us, as it has been done until now).

All those important facts we did present them to the Court of Appeals in our NOTE OF FINDINGS properly served to the parties and filed with the Court of Appeals on December 23,1982.

Confronted with this Flagrant False, the parties could not defend themselves and did not answer anything but, the Court

F8.

of Appeals instead of ordering investigations and graphological expertise (as we did request in writing) upon said False, (decissive on appeal), with bad intention it did pass under total silence not only this issue but all the issues raised by us on appeal; more than that it did start its OPINION with incorrect statements as it is on page 2 line 9-10, quote: "Both of the Tatus signed documents labeled RELEASE IN FULL SETTLEMENT AND COMPROMISE" although, the Court had in front, on page 25 and 26 in C.T. said documents cancelled by us since October 11,1979 under signature with the following Mention, quote:

> "CANCELLED. The reason: we been betrayed when Mr.Lawson has interrupted the trial and told us that the total amount of $30,000.00 for both of us, represents only an advance. From this moment on, the law firm LAWSON & HARTNELL is fired from our case and, any agreement made by them it is Null. We declare that we refuse to consent to settle the case and, we want our Jury Trial to continue. The proof in this sense it is and will be, our refusal in fact to receive the money. Because has been refused to restore to us the original of this forms, through this Mention on this copy, we declare them Null no matter in whose hands they are. Dated: Oct.11,1979, Signed: Emil & Emilia Tatu".

About these documents, not even the trial Court nor the opposing party did not say that we signed them but on the contrary they stated that, because WE did refuse to sign those documents, they DID SET ASIDE the Stipulated settlement Agreement made in Court on October 10,1979 (see please page 4 in C.T. line 6-7) and, only a week later, they did secretly manufactured the False Stipulated Judgment.

Also on page 2, line 22-23 in its OPINION, the Court of Appeals, with bad intention states, quote: "the substitution was filed on October 31,1979 but is dated October 17,1979", in spite of the fact that it had in front, on page 28-29 in C.T. the substitution

F 9.

from which it results that the respondent did sign his substitution from our case on October 17,1979 (although we did in fact revoke his authority since October 11,1979); consequently it was signed by him on October 17,1979 but not dated it as the Court of Appeals incorrectly states. But, about the most important fact which made the respondent not to file at that time his substitution, namely the manufacturing and filing in the meantime in secret, said False Stipulated Judgment, the Court of Appeals does not say a worl in its OPINION.

Also on page 2, line 24 in its OPINION, with bad intention the Court of Appeals falsely states, quote: "LAWSON & HARTNELL filed an attorneys lien", although it did have in front not only copies of the Superior Court Register of action sheets attached to our NOTE OF FINDINGS filed on December 23,1982 but even the entire Superior Court File, from which it clearly results that, until December 21,1982 when we did examine for the last time the file and we did file our said NOTE OF FINDINGS, there is not such a lien nor was it registered in said Court's register of actions sheets.

In continuation, the Court of Appeals states that,the settling defendant (which in fact is only the Automobile Club of Southern California Insurance Company) filed a cross-complaint in interpleader and did deposit with the court the amount from the False Stipulated Judgment but, the Court did pass under total silence the fact that siad cross-complaint in interpleader was illegaly filed in our P.I. action (as it also is the cross-complaint for money of our former attorney and now respondent LAWSON & HARTNELL) and, it was granted by a disqualified judge on grounds of False declarations made by Director of Claims Dept. of said Insurance Co. A.A.A. and

F 10.

its attorneys on behalf of defendant, namely that "there are parties on record who claimed the money from the False Stipulated Judgment", in spite of the fact that all the records show that, We, the Plaintiffs are the only party whom said Insurance Company A.A.A. is liable to and, we not only did not claim said money but we did in fact cancelled immediatelt the settlement agreement made by them against our will (see please page 25 and 26 in C.T.).

In connection with this fact, the Court of Appeals, also with bad intention, does pass again under total silence the most important fact: that is our Legal Contest (motion) made against the False Stipulated Judgment, three days after we could discover it, properly served it to perties and to Superior Court in order to be FILED (see please page 39-40 in C.T.) requesting to be immediately set aside said False Stipulated Judgment and to let our jury trial to take place as it has been established from the beginning in At-Issue-Memorandum filed in this case on November 7,1977 (see please page 1-2 in C.T.).

More than that, by depriving us of our constitutional right to equal protection of the laws, the Superior Court, without any explaination, did not file our said Legal Contest (motion) although there are evidence of receiving it on time (see please Exhibit "A", three pages, attached to our "Appellant's Reply Letter Brief" filed with Court of Appeals on October 8,1982) and, in spite of all our subsequent insistences, did not want to decide anything upon it, as if it was never received while, the same disqualified judges were giving decisions in favour of the opposing party granting everything they were asking for, without taking into consideration any of our written oppositions which were not filed and

F 11.

kept in hidding both by the Court and by the opposing party.

The first decision upon said our Legal Contest (motion) against the False Stipulated Judgment, was given only on July 21, 1980 when, through an unprecedented abuse of discretion, it was ordered, quote: "Plaintiff's Motion for order vacating (set aside) Stipulated Judgment and respecting our right to jury trial and interpreter, IS DENIED" (see please Appeal File No.4 CIV.25059) without even mentionning the entire title of our said motion that it was made, quote: "in confirmation of our motion sent to Court on December 17,1979 by certified receipt No.307343".

Against said abusive order dated July 21,1980 we did file NOTICE OF APPEAL on September 18,1980, that is within the legal time of 60 days according to Rule 2(a) California Rules of Court. In spite of this fact, the same Court of Appeal by its Order of December 22,1980 did also dismiss our said Appeal on the false reason of tardiness (see please Appeal file No.4 CIV.25059).

That is why we could not have trust any more this Court of Appeals to review this present Appeal and, we did request many times in writing to decline its jurisdiction (or at least the Justices assigned to review our appeal) and to transfer our case to another Court (see our NOTE filed on Nov.3,1982, our Letter of Nov.8,1982, our NOTE read it and filed it at the Oral Argument on Dec.2,1982 as well as our Letter sent to Court of Appeals on March 18,1983).

But, same as the Superior Court, the Court of Appeals did deny all our requests in this sense, with the deliberately purpose to abusively dismiss this present appeal as well.

Also in Court of Appeal's OPINION, on page 5 line 20 it is stated that the Superior Court's Order of denial of our Motion for

F 12.

reconsideration for a legal new trial is, quote: "a nonappealable order" (?), in total contradiction with the legal provisions, including Sec.906 of the California Code of Civil Procedure which provides quote:

> "the reviewing court may review the verdict or decision and any intermediate ruling, proceeding, order or decision which involves the merits or necessarily affects the judgment or order appealed from or which substantially affects the rights of a party, including, on any appeal from the judgment, any order or motion for a new trial, and may affirm, reverse or modify any judgment or order appealled from and may direct the proper judgment or order to be entered, and may, if necessary or proper, direct a new trial or further proceedings to be had".

With such statements as the one that siad order is non-appealable, by which the Court of Appeal try to justify the dismisal of our appeal on the false reason that it was late and, by passing under total silence the flagrant False presented by us for the secon time in this case, the Court does pass all bounds in its abuses. There are evidence in record that, about said False we did inform th Court within legal time since the day when we discovered them.

The fact that both the Superior Court and the Court of Appeals do pass them under total silence, this do not entitle them to punish us again, on alleged reason of tardiness.

As it clearly results from Sec. 906 of the California Code of Civil Procedure and Rule 40(g) California Rules of Court, an appe can be taken against any judgment, order or decree. The False passed under silence by the Court of Appeals in this case, are subject of Sections 132, 470 and 471 of the Penal Code and they have to be treated as such.

> Sec.132 provides, quote: "Every person who upon any trial, proceeding, inquiry or investigation

F 13.

offers in evidence, as genuine or true, any book, paper, document, record or other instrument in writing, knowing the same to have been forged or fraudulent altered or ante-dated, is guilty of forgery".

Section 470 provides, quote:

"Every person, who with intent to defraud, knowing that he has no authority so to do, or falsely makes, alters, forges,...any contract...or request for payment of money,...or for the delivery of any instrument in writing,...release,...or discharge of any debt,...suit,action,demand...or other power to receive money...or other contract for money...passes or attempts to pass, as true and genuine, any of the above-named false, altered or forged matters, as above specified and described, knowing the same to be false, altered or forged, with intent to prejudice, damage or defraud any person; or who, with intent to defraud, alters, corrupts or falsifies any record...or other instrument, the record of which is by law evidence, or any record of any judgment of a court... is guilty of forgery".

Section 471 provides, quote:

"Every person who, with intent to defraud another, makes, forges or alters any enter in any book of records, or any instrument purporting to be any record or return specified in the preceeding section, is guilty of forgery".

Also in Court of Appeal's OPINION which is the subject of this Petition, on page 3, line 14-15 it is stated that we refused to participate at the trial but, said Court refuses to state, as the evidence show that, at that time we were present on HUNGER STRIKE in front of the Courthouse as a protest because judge Robert Timlin who was disqualified by us for well founded and legal reasons. (see please page 67, line 7-17; page 95, line 25-28; page 103, line 5-12; page 117, line 12-15 and page 138-139, all in C.T.), did abusively refuse to quite our case before he gave another abusive decision against us.

THE Court of Appeals in its OPINION which is the subject

F 14.

of this Petition, does not say a word about:

- the violation by respondent of Sec.283 California Code of Civil Procedure which provides, quote:

> "An attorney and counselor shall have authority:
> 1. to bind his client in any of the steps of an action or proceeding...
> 2. to receive money claimed by his client in an action or proceeding...unless a revocation of his authority is filed..."

- the violation by respondent of the written contract (retainer agreement) (see page 52-53 in C.T.) signed with us on August 6.1979 by which he engaged himself, quote:

> "This office will take such steps as are reasonable advisable to your claims and...will maintain an action for damages against all responsible parties...and it shall render all services... including a motion for a new trial... No settlement of your claims will be made without your complete approval... and no substitution of attorney shall be made except for wilful misconduct".

- the violation by respondent of our request for interpreter sent to him on August 10,1979 (see page 146 in C.T.) and, of his written promisse to bring an interpreter for us at trial in Court (see page 148 in C.T.).

Confronted by the provisions of Sec.283 C.C.P., the clauses of the written contract (page 52-53 in C.T.), the revokation of respondent's authority to represent us since Oct.11,1979 (page 25 and 26 in C.T.); the request we sent to him also in writing on Oct.12,1979 to send his substitution (page 27 in C.T.) and, the Substitution of Attorney itself signed by respondent in the early morning of Oct.17,1979 (page 28-29 in C.T.), all these facts prove that the so-called Stipulated Judgment dated Oct.17,1979, manufactured in secret confronted by us, IT IS A FLAGRANT FALSE.

In order to cover-up the False Stipulated Judgment by which the respondent did settle our case, after we revoked him his

authority to represent us, for only $30,000.00 (which does not cover even our medical bills until now) in flagrant contradiction with the List of Special Damages filed by respondent itself at the Mandatory Settlement Conference on September 11,1979 in which he states himself that our damages were at that time in an amount of $319,761.85, still, the Court of Appeals in its OPINION dismissing our appeal, falsely states on page 2 that we settled our case by signing the release forms Or, from those release forms it clearly results that since October 11, 1979 we did cancel any settlement made by respondent and we did revoke his authority because he sold us out (see page 25 and 26 C.T.). After this, the respondent did settle our case, through a false flagrant called Stipulated Judgment grounded also on a False record called Reporter's Transcript which was kept in secret from us by the Superior Court and, about which we could find out only on December 21, 1982 in office of the Court of Appeal, record upon which we did request to Court of Appeals to order investigations and graphological expertise (see please our NOTE OF FINDINGS filed in Court of Appeal on December 23,1982).

But the Court of Appeal passes under total silence this False decissive on appeal and, with bad intention, invents reasons Pro Forma in order to dismiss our Appeal.

Much to our surprise, Justice John Trotter from the Court of Appeals, one of the Justices who reveewed this appeal, did state on National T.V. that 95% of the cases from said Court, are settled. How then it explains that in our case the Court did encourage the opposing party not to try a settlement with us ?

By misstating the truth and by passing under total silence the most important issues and facts presented by us on appeal, the

F 16.

Court of Appeal' OPINION by which ordered to dismiss our appeal, it is flagrantly abusive and illegal and, it must be reversed by the California Supreme Court.

Even from the mention written on said OPINION at the beginning as well as at the end, quote: "NOT TO BE PUBLISHED IN OFFICIAL REPORTS", is seems that the Court is aware that it dismissed our appeal for the second time in this case against all the evidence on record and, that is why it ordered not to be published the records especially that from the records it results that we do hold responsible the Court of Appeals for anything will still happend to us, knowing that within this action, we are intensely threatened with death by agents of the pagan-conspiracy which is connected with the auto accident that generated this action.

Through this present Petition for Hearing we do authorize the reproduction of this Petition in any publications and records.

For all the above stated reasons, we are respectfully requesting the Honorable Supreme Court of the State of California, to reverse the Court of Appeal's OPINION and to order to be respected our Constitutional right to have a trial by jury in this case.

But, being well known to this Court our anti-communist beliefs and publicistic activity, as well as the fact that the Honorable Rose Bird, Chief Justice, did already give an abusive order against us in this case, it is hard to believe that she will take any step toward reestablishing the Justice in our case; we do rather believe that this time she will order to somebodyelse to sign her decision to deny this Petition for Hearing.

So that, in California State Justice, all the threatenings against us, were put into practice by the long-hand of the K.G.B. which hurt all anti-communist Christians.

F 17.

But, we have all the confidence in the United States Supreme Court that will set aside the Flagrant False committed in our Case and it will give us back our Constitutional right to a trial by jury as it has been established from the beginning in this case but we been abusively deprived of, including by California Supreme Court.

ISSUES PRESENTED

1. Passing under total silence by the Court of Appeals, the violation by the respondent of Sec.283 C.C.P., of his contractual obligations and, of legal revokation of his authority to represent us.

2. Passing under total silence by the Court of Appeals, the abusive elimination of our constitutional right to a trial by jury, through a flagrant False called Stipulated Judgment manufactured it by respondent in secret confronted by us, after we did revoke his authority to represent us.

3. Passing under total silence by the Court of Appeals the lack of jurisdiction of the Superior Court Judges to try and to decide in a case which was established to be tried by jury.

4. Passing under total silence by the Court of Appeals the flagrant False called Stipulated Judgment, in spite of the fact that all the abusive decisions given in Superior Court, including the one which is the subject of this Appeal, were all based on the same False.

F 18.

5. Violation by the Court of Appeals of Sec.132, 470 and 471 Penal Code, by passing under total silence the Flagrant False committed in Superior Court as well as all our requests to order investigations and graphological expertise including upon the False record (on basis of which was manufactured the False Stipulated Judgment) record which was kept in secret from us until December 21,1982 when we discovered it and informed the Court of Appeal about it, in our NOTE OF FINDINGS filed in Court of Appeal on December 23,1982.

6. Violation by the Court of Appeal of California Rules of Court Rule 40(g) and Sec.906 of the California Code of Civil Procedure which entitled us to take an appeal against any judgment, order or decree.

7. Violation by the Court of Appeal of the Fourteen Amendment to the U.S. Constitution which guarantees to every person the right to equal protection of the laws and Eighth Amendment which forbids slavery and involuntary servitude.

8. Confronted by the abuses and flagrant False committed in our case and, confronted by the violation of all our rights guaranteed by laws and the Constitution, it raises the issue: who does compensate us for all damages caused to us out of this accident knowing that, besides our sufferings, our damages were evaluated on Sept.11, 1979 to be in amount of $319,761.85 according to the "List of special damages" filed in Court by respondent

himself (see page 3 in C.T.) and, the A.A.A. Insurance Company, through corruption did avoid its responsibility although it is liable with a Policy of $300,000.00.-

A R G U M E N T

1. Section 283 of the California Code of Civil Procedure provides, quote:

> "An attorney shall have authority:
> 1. to bind his client in any of the steps of an action or proceeding...
> 2. to receive money claimed by his client in an action or proceeding...unless a revokation of his authority is filed..."

By the contract (retainer agreement) signed with us on August 6, 1979 (see please page 52-53 in C.T.) the respondent did engage himself, quote:

> "This office will take such steps as are reasonable advisable to your claims and... will maintain an action for damages, against all responsible parties ...and it shall render all services... including a motion for a new trial...
> and any advanced costs, shall be payable to this office on the date of receipt of settlement or judgment...
> No settlement of your claims will be made without your complete approval, and you agree not to settle said claims without the written consent of this office, and no substitution of attorney shall be made except for wilful misconduct".

From the Release Forms (see page 25 and 26 in C.T.) it clearly results that the respondent did violate Sec.283 C.C.P. and all the contractual clauses, reason for which, through our Mention written under signature on those Release Forms, we did revoke his authority to represent us since October 11,1979. The same thing it also results from our Letter sent to respondent on October 12,1979 (see page 27 in C.T.) and, from the Substitution of Attorney signed by respondent in the early morning of October

17,1979 before he did manufacture in secret his False Stipulated Judgment (see page 28-29 in C.T.).
These decissive evidence prove that, the so-called Stipulated Judgment manufactured by respondent after he had no more authority, it is a Flagrant FALSE which, the Court of Appeals did pass under total silence in its OPINION.

2. The Seventh Amendment to the United States Constitution provides, quote:

> "In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved".

Section 1048(b) of the California Code of Civil Procedure provides, quote:

> "The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any number of causes of action or issues, p r e s e r v i n g the right to trial by jury required by the Constitution or statute of this State or of the United States".

The Court of Appeals in its OPINION does pass under total silence the violation of these legal provisions by the trial Court as well as the False Stipulated Judgment itself.

3. Our Personal Injury case No. [illegible]-24204 was from the beginning set to be tried by jury as it results from At-Issue-Memorandum filed on November 7,1977 (page 1-2 in C.T.).
Consequently, no judge had jurisdiction to try and to decide, not even one issue in this case, without jury, for, as Section 1048(b) says that, even when the court orders a separate trial

of any cause of action, including a cause of action asserted in a cross-complaint, or of any separate issue, it must be preserved the right to trial by jury required by the Constitution or stature of this State or of the United States.

But the Court of Appeals in its OPINION passes under total silence the violation by the trial Court of these legal provisions and the lack of jurisdiction of the superior judges who did decide in this case instead of the jury.

4. Our Personal Injury Case No.I-24204 was once before brought in Court of Appeal through our Notice of Appeal filed on September 18,1980 (appeal file No.4 CIV.25059) from an order of the same Superior Court by which it abusively denied our right to jury trial and interpreter.

In said Superior Court were given over 30 abusive decisions against us in this case, by judges who had no jurisdiction and, all of them are ground on the same False Stipulated Judgment which was, and still is, the main issue presented by us to the Court of Appeals. So that, said False Stipulated Judgment cannot be drawn out from this cause as the Court of Appeals wishes to do because, on the basis of the same False Stipulated Judgment (pass until now under silence) its authors -the respondent- did claim (in his so-called cross-complaint for money, illegaly filed in our P.I. action No.I-24204) and judge Robert Timlin (who was disqualified by us many times) did grant him, attorney fees and everything the respondent asked for, in spite of the fact that, as the records show, respondent did violate all his legal and contractual obligations.

F 22.

But the Court of Appeals, in its OPINION did pass under total silence all these facts as well.

5. From the evidence attached to our NOTE OF FINDINGS filed with the Court of Appeals on December 23,1982 it results that, the so-called record named "Reporter's Transcript" which lies at the basis of the False Stipulated Judgment, it was hiiden from us and, nobody even mentionned it, until the Court of Appeals requested on Dec.2,1982 the entire file from the Superior Court. Only at that time, said record, carrying a fictitious Filed stamp on it, was introduced in the file, in spite of the fact that it was never registrered in Superior Court's register of action sheets.

Curiously, the fictitious Filed stamp on said so-called record, belongs to Indio Branch where it was manufactured and then, it was introduced in the file before the file was sent to the Court of Appeals, by the Riverside Branch. So that now it explains the fact that all our legal petitions and motions made in conformity with Sec.397(2) and 398 C.C.P. for transferring the case to another Superior Court were all denied, with the deliberately purpose that these 2 Branches of the Riverside Superior Court to be able to continue to keep our case against our will and to hurt us.

All those facts are proving that the so-called Stipulated Judgment made on ground of said False record called "Reporter's Transcript" it is also a False because, all the allegations comprised in said record are False as well and, they can be proven on basis of investigations and graphological expertise as we did request the

Court of Appeals in our NOTE OF FINDINGS filed in Court of Appeal on December 21,1982 which is part and parcel of this present Petition for Hearing.

But the Court of Appeals did pass under total silence our NOTE OF FINDINGS as well as the False "record" and the False Stipulated Judgment manufactured after and which lies at the basis of all subsequent abusive decisions including the one from which this present appeal is taken.

From the False "record" called Reporter's Transcript which we could discover it only on December 21,1982, we did find out that, it was supposely made on Oct.17,1979 at 11:45 a.m., consequently after we did revoke on October 11,1979 respondent's authority and after the respondent did sign the Substitution of attorney in the morning of Oct.17,1979 at 8:30 a.m.-

The Court of Appeals, evidently with bad intention, did pass under total silence our NOTE OF FINDINGS filed on Dec.23,1982.

6. The judgment from which this appeal started, it is an illegal judgment, ordered by judge Robert Timlin who at that time was disqualified by us and had no jurisdiction.

That is why we did file our motion for reconsideration for a legal new trial but we did specifically mentionned that we do not want judge Timlin to hear our motion.

But judge Timlin did abuse again and did deny our motion by his order dated March 31,1981 (the Notice of his ruling it was signed and served to us by the respondent only on April 13,1981 (see please page 140-141 in C.T.). That is why we did appeal said order and all his abuses committed against us, based on:

F 24.

- California Rules of Court, Rule 2(a) which provides, quote:

> "Normal time. Except as otherwise specifically provided by law, Notice of appeal shall be filed within 60 days after the date of mailing notice of entry of judgment by the clerk of the court pursuant to sec.664.5 CCP, or within 60 days after the date of service of written notice of entry of judgment by any party upon the party filing the notice of appeal, or within 180 days after the date of entry of the judgment;"

- California Rules of Court, Rule 40(g) says, quote:

> "judgment includes any judgment, order or decree from which an appeal lies".

- Section 906 of the California Code of Civil Procedure, provides quote:

> "the reviewing court may review the verdict or decision and any intermediate ruling, proceeding, order or decision which involves the merits or necessarily affects the judgment or order appealed from or which substantially affects the rights of a party, including, on any appeal from the judgment, any order or motion for a new trial, and may affirm, reverse or modify any judgment or order appealed from and may direct the proper judgment or order to be entered, and may, if necessary or proper, direct a new trial or further proceedings to be had".

The Court of Appeals, instead of taking into consideration the merits of the issues because this is its legal obligation for re-establishing the justice, it did pass under total silence the issue presented by us -the flagrant False- and, for almost Two Years was looking for a reason Pro Forma to dismiss our appeal as it done once before in this case and, contrary to the provisions of Sec.906 C.C.P., the Court falsely states that the order we took the appeal from, it is not appealabe (?) but it does not say a word about the main issue presented by us, that is the False which lies at the basis of said abusive order.

F 25.

7. The Fourteen Amendament to the United States Constitution provides, quote:

> "...nor shall any State deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws".

The Thirteenth Amendament to the United States Constitution provides, quote:

> "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction".

In its OPINION the Court of Appeals did pass under total silence the violation by the Superior Court of our constitutional rights to equal protection of the laws although there are records on this appeal that the Superior Court did receive within legal time in order to be filed, all our legal contests (petitions, motions) requesting to be set aside the False Stipulated Judgment but, the Superior Court, by depriving us of our constitutional rights, did not file them. The same thing it did with many others of our petitions and motions sent by us on time, and then, the Court did falsely claim that they are tardive (see please page 149-151 in C.T. and Exhibit "A", three pages, attached to our "Appellant's Reply Letter Brief" filed in Court of Appeal on Oct.8,1982). And still, the Court of Appeals does not say a word in its OPINION about any of these issues presented by us on appeal. The opposing party, the respondent, the Superior Court and the Court of Appeals, did treat us as slaves, their property; did deprive us of all our rights in our Personal Injury action and, they did everything they wanted to, against our will and against the records.

F 26.

8. Immediately after the accident, the A.A.A. Insurance Company for defendant, did make its appearance assuming in writing the entire responsibility for the damages caused to us by its client WILLIAM DAVIS.

The Insurance Company A.A.A. in co-operation with our former attorneys whom it did corrupt one by one, did put a barrier between us and its client by not allowing us to do investigations upon the causes of the accident and to take any step in recovering our damages from its client who, being old, did still got married in Las Vegas while we were still in Hospital and, did liquidate his entire wealth (houses, bank accounts, etc.) and then he died misteriously on September 11,1978 (his death having no connection whatsoever with any injury from the accident).

Keeping the name of WILLIAM DAVIS as Defendant after he died and was not liable any more, that is also one of the fraudulent practices used by attorneys because in reality, the true and the only defendant is his Insurance Company A.A.A. which did avoid its responsibility by obtaining and putting into force the False Stipulated Judgment, through the corruption of the respondent (who was our attorney of record until Oct.11,1979) and, the Judges (who, without having jurisdiction in our P.I. action No.I-24204 set to be tried only by jury, through unprecedented abuses of discretion, did eliminate our jury trial and instead, they give abusive decisions against us).

So that, one of the main issues which raises on appeal is, who does compensate us for all the damages we suffered when all the evidence prove that we have no guilt whatsoever for the accident and still, the case was settled against our will, through a

flagrant False, for only $30,000.00 for both of us (which does not even cover our medical bills until now) and, the Insurance Policy of the deceased defendant is, in amount of $300,000.00.- But, the Court of Appeals, with bad intention, passes under total silence all those facts.

That is why the correction of these abuses it can only be done by setting aside the Court of Appeal's OPINION dismissing our appeal and, by giving back to us our constitutional right to have a trial by Jury as it has been established from the beginning in At-Issue-Memorandum filed in this case on Nov.7,1977.

C O N C L U S I O N

We Petitioners, believe that, after the American Government did grant us Political Asylum on November 3,1974, we are no more slaves somebody's property as we were behind the Iron Curtain and that, here, in the United States we must be equal in front of the laws and, nobody has the right to dispose of us against our will by depriving us of our Constitutional right to equal protection of the laws as it has been done in California State Courts.

We do believe that, according to Seventh Amendment to the United States Constitution and to Section 1048(b) of the California Code of Civil Procedure, we too have the legal right to a trial by jury as it has been set from the beginning in our Personal Injury Case No.I-24204 and, no Judge has the right to eliminate the jury trial and to deprive us of this Constitutional right.

We do believe that California Supreme Court has the legal obligation to urgently intervene with its authority, setting aside the Flagrant False by which has been eliminated our jury trial and have been brought to us serious damages and, to reestablish the Justice by reversing the Court of Appeal's OPINION and by giving back to us our constitutional right to a trial by jury as it has been set from the beginning, upon all matters presented by us on appeal, matters which are part and parcel of our Personal Injury Case No.I-24204 from which this present appeal did start.

All the allegations stated in Court of Appeal's OPINION are against the evidence which attest the truth and, the cases invoked as exemple, have no similitude whatsoever with our case. The abuses and the False committed in our case, are even far more flagrant then those practiced by attorney Eugene Bambic of Los Angeles who was recently sentenced by a United States District Judge to 4 Years in prison in a case which he settled it without his clien knowledge and against his client's will (see please U.S. Navy vs. Rose Kirby, published on April 13,1983 in "Los Angeles Times", Part II, page 7, attached here in copy).-

DATED: April 16,1983

Respectfully submitted,

EMIL TATU _____

EMILIA TATU _____

By: Emilia Tatu, with help of the dictionary.

F 29.

(VERIFICATION — 446, 2015.5 C. C. P.)

STATE OF CALIFORNIA, ~~COUNTY OF~~ COURT OF APPEAL, 4th CIV.25880

~~I AM~~ We are Petitioners in Pro.Per.

in the above entitled action or proceeding; I have read the foregoing PETITION FOR HEARING (28 pages)

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on April 18,1983 (date) at Los Angeles (place), California.

I declare, under penalty of perjury, that the foregoing is true and correct.

EMIL TATU

EMILIA TATU,

(Signature)

PROOF OF SERVICE BY MAIL (1013a, 2015.5 C. C. P.)

STATE OF CALIFORNIA, ~~COUNTY OF~~ Court of Appeal, 4 th.CIV.25880

I am a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is:

1107 A. South Glendale Ave., Glendale, Calif. 91205

On April 18,1983, 19___, I served the within PETITION FOR HEARING. (28 pages)

on the Parties below named in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, addressed as follows:

1. COURT OF APPEALS, Fourth District, Division Two
303 W., Third Street
San Bernardino, CA 92401

2. RIVERSIDE SUPERIOR COURT
4050 Main Str., Box 431
Riverside, CA 92501

3. LAWSON & HARTKELL, Law firm
25757 Redlands Blvd.
Redlands, CA. 92373

4. AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, Insurance Company
1950 Century Park East
Los Angeles, CA 90067

Executed on April 18,1983 (date) at Los Angeles (place), California.

I declare under penalty of perjury, that the foregoing is true and correct.

(Signature)
LEON TAHMASSIAN

F 31.

Lawson & Hartnell
Attorneys at Law

25757 REDLANDS BOULEVARD, REDLANDS, CALIFORNIA 92373 TELEPHONE (714) 793-2007 or 796-2011

August 6, 1979

Mr. Emil Tatu
Mrs. Emilia Tatu
3815 Los Feliz Boulevard, Apt. #8
Los Angeles, California 90027

RE: Tatu v. Davis - Case No. 24204
Superior Court of California, County of Riverside

Dear Mr. & Mrs. Tatu:

This letter is written to confirm the terms of which this office has been retained by you to represent you in the prosecution of any and all claims which you may have for personal injuries and damages arising out of an automobile accident which occurred on November 11, 1976, in the City of Palm Springs, County of Riverside, State of California.

This office will take such steps as are reasonably advisable to your claims, and it will investigate, institute, prosecute, and maintain an action for damages, or other necessary remedies, against all responsible parties in connection with the above matter, and it shall render all services appurtenant thereto, including a motion for a new trial; however, any appeal of your claims shall not be included hereunder.

This office shall be authorized to take such steps as the attorneys thereof shall deem necessary to the prosecution of your claims, including the filing of action in court and pursuing the same to judgment, and this office will advance all legal, investigative, and trial costs necessary to the prosecution of your claims; however, you shall remain ultimately liable for such costs and expenses regardless of the outcome of your claims, and such costs shall be reimbursed to this office from the first moneys recovered, whether by way of settlement or by judgment.

This office shall have the sole discretion, when deemed necessary and beneficial to the prosecution of your claims, to associate any other attorney in the representation of your claims. It is further understood that if such association is deemed necessary, a division of attorneys' fees will be made in proportion to the services performed by each; however, in spite of any such association, the agreed legal fee as set forth herein shall always remain the same. In other words, such association will be at the sole expense of this office.

The fee for this office's professional services will be a percentage of the gross amount obtained for you. If nothing is recovered, this office will receive nothing for its services. From the amount recovered for you, and as compensation for services rendered, this office will be entitled to forty percent (40%) of the gross amount recovered if settlement is effected

prior to commencement of trial. If settlement is effected or judgment obtained after commencement of trial, this office shall be entitled to forty-five percent (45%) of the gross amount recovered. An equitable lien on your claims and recovery has been given this office by you for its services and costs advanced, and the respective percentages above, and any advanced costs, shall be payable to this office on the date of receipt of settlement of judgment proceeds, and the same are hereby assigned to it.

No settlement of your claims will be made without your complete approval, and you agree not to settle said claims without the written consent of this office, and no substitution of attorney shall be made except for wilful misconduct. You further agree to keep this office advised of your whereabouts, to appear on reasonable notice at any and all necessary appearances and to comply with all reasonable requests by this office in the preparation and presentation of your claims.

It is further understood that this office has made no guarantee regarding the successful outcome of your claims, and it is to be the sole judge of the proceedings to be taken therein.

If no settlement or judgment is received or collected, no charge shall be made by this office for its services.

Very truly yours,

LAWSON & HARTNELL

Jere Lamont Fox
Attorney at Law

READ, CONSIDERED, ACCEPTED and AGREED TO on this 6th day of August, 1979.

DATE: Aug. 6, 1979 — Emil Tatu

DATE: Aug. 6, 1979 — Emilia Tatu

DATE: August 6, 1979 — Jere Lamont Fox, for LAWSON & HARTNELL

Lawyer Sentenced to 4 Years for Bilking Widow Out of $60,000

By DAN MORAIN, *Times Staff Writer*

A federal judge sentenced a lawyer to four years in prison Tuesday after the defendant admitted that he is a drunkard who had turned away from God and then bilked a widow out of $60,000.

Eugene Bambic, 50, acknowledged that he settled the widow's lawsuit against the U.S. Navy without telling her and forged her signature on a settlement form, pocketing the $60,000 that she was supposed to receive.

Rose Kirby hired Bambic to file the suit after her husband, a 30-year Navy veteran, died of a heart infection at age 48 in 1978 at a Navy hospital at Port Hueneme.

The illness initially was diagnosed as influenza. Kirby had sought $300,000 in the wrongful death and medical malpractice suit, an action that she hopes to file again with the help of a new attorney.

In ordering Bambic to prison, U.S. District Judge Laughlin E. Waters told the once-prominent Studio City attorney that he had "disgraced" the legal profession and "held it up to ridicule."

Waters described Bambic's decline into alcoholism as a "tragedy," but added, "As sad and tragic as that may be, he's the one who is responsible for it."

Bambic and his attorney, Robert M. Talcott, had asked for leniency by telling the judge that the former Marine began bilking his clients only after he become an alcoholic three years ago.

Bambic, who pleaded guilty to two federal forgery charges in February, put himself through the University of San Diego law school 17 years ago, and raised five children on his own.

He gained a reputation in the medical malpractice field and, in 1981, was elected vice president of the California Trial Lawyers Assn. But about that time, he also began drinking heavily. And apparently to pay for his habit, he began settling cases without informing his clients.

"It is obvious that I lost touch for a period of time with God and God-fearing and the importance of it," Bambic told the judge, adding that he had been a devout Catholic before turning to alcohol.

Wiping away tears, Bambic admitted that he had "hurt people in more ways than I know," and said, "If a person could lose life over something like this, he would be better off."

Bambic is scheduled to appear in Superior Court today in a related case to face state charges of stealing more than $130,000 from six other clients.

One of the state charges accuses Bambic of settling a malpractice suit for $31,800 on behalf of a 5-year-old girl, who was born with permanent brain damage, and not telling her parents.

Bambic settled the Kirby malpractice suit in September, 1980, by having a secretary sign the widow's name to the settlement form. He then spent the $60,000.

In May, 1981, Bambic told Kirby that the Navy had agreed to settle the case and asked her to sign a second set of settlement papers.

"He said, 'Take the $60,000 or you might not get anything,'" said Kirby, 51, who was in court for Bambic's sentencing. "I was forced into it."

While she was reluctant, she signed the second form, which Bambic sent to the Navy, hoping to get more money. The Navy responded by telling Bambic that it had already paid Kirby.

When her $60,000 did not arrive, Kirby grew suspicious and began calling Bambic daily.

"He would say the check is in the mail," Kirby said. "He was very smooth. I didn't understand a lot of what he said. But I had a gut feeling that he was lying."

He finally began paying her in installments amounting to $20,000. After his scheme unraveled, the Navy later sent her a check for the remainder of the $60,000 settlement, although she has not cashed it because she is planning to bring another suit.

LAWSON AND HARTNELL
ATTORNEYS AT LAW
25787 REDLANDS BOULEVARD
REDLANDS, CALIFORNIA 92373
(714) 793-2007

9. RECAPULATION OF DAMAGES

EMIL TATU:

A. SPECIAL MEDICAL DAMAGES

(a) PAST MEDICAL DAMAGES	$7,297.35	
(b) FUTURE MEDICAL DAMAGES.	5,759.00	
TOTAL SPECIAL MEDICAL DAMAGES		$ 13,056.35
B. PAST EARNING CAPACITY LOSS.		41,272.00
C. IMPAIRMENT OF FUTURE EARNING CAPACITY		215,319.00
D. DAMAGES FOR PAIN AND SUFFERING.		----------
EMIL TATU: TOTAL ITEMIZED DAMAGES		$269,647.35

EMILIA TATU: BEFORE THE MYLOGRAM HAS BEEN MADE TO DISCOVER THE HERNIATED DISC.

A. SPECIAL MEDICAL DAMAGES:

(a) PAST MEDICAL DAMAGES.	$5,364.75	
(b) FUTURE MEDICAL DAMAGES.	2,355.00	
TOTAL SPECIAL MEDICAL DAMAGES		$ 7,989.75
B. PAST EARNING CAPACITY LOSS.		35,376.00
C. IMPAIRMENT OF FUTURE EARNING CAPACITY		6,240.00
D. DAMAGES FOR PAIN AND SUFFERING.		----------
EMILIA TATU: TOTAL ITEMIZED DAMAGES . .		$ 49,605.75

EMIL TATU: TOTAL ITEMIZED DAMAGES . . .	$269,647.35
EMILIA TATU: TOTAL ITEMIZED DAMAGES . .	49,605.75
ADD: MISCELLANEOUS EXPENSES	508.75
TOTAL PLAINTIFF DAMAGES .	$319,761.85

DATED: September 11, 1979 Respectfully submitted,

Jere Lamont Fox, Attorney for Plaintiffs

H1

RELEASE IN FULL SETTLEMENT AND COMPROMISE

I/WE, the undersigned, claim to have sustained injury to my/our person(s) and/or damage to my/our property and/or consequential damage, including costs, expenses and loss of services and earnings resulting from injury to a relative or ward, by reason of an occurrence happening on or about NOVEMBER 11 19 76, and claim that WILLIAM DAVIS

____

________________________ ~~and others~~ [illegible] ~~omissions~~, hereinafter called "Releasees", are legally liable therefor, which liability is denied by Releasees.

The nature, extent and results of the injuries and/or damages sustained by me/us are not now all known or anticipated, but I/we nevertheless desire to settle and compromise said claim(s) in full.

Therefore, in consideration of the payment to me/us of TWENTY THOUSANDS AND no/100 ———— Dollars ($ 20,000.00), receipt of which is hereby acknowledged, I/WE HEREBY RELEASE, DISCHARGE AND ACKNOWLEDGE ACCORD AND SATISFACTION AND COMPROMISE OF ALL CLAIMS, DEMANDS AND CAUSES OF ACTION which I/we may now have or may hereafter have to recover damages against Releasees ~~[illegible]~~ for injuries, losses and damages of whatever nature sustained or received by me/us by reason of said occurrence, INCLUDING DAMAGE, CONSEQUENTIAL DAMAGE, INJURIES OR THE RESULTS OF INJURIES WHICH ARE UNKNOWN TO ME/US AND UNANTICIPATED BY ME/US, and for damage including total loss to and the loss of use of my/our property. I/WE UNDERSTAND THAT NO AGREEMENT, OR CONSIDERATION OTHER THAN THE ABOVE HAS BEEN PROMISED ME/US OR WILL BE PAID TO ME/US.

Signed and sealed this 11th day of OCTOBER 19 79

at LOS ANGELES, CA

~~I have read the foregoing release~~ Emil Tatu

(Claimant to write: "I have read the above full release.")

Emil Tatu 3815 Los Feliz, #[illegible], L.A, CA 900[illegible]

(Claimant's Signature) (Address)

I, NEVERTHELESS, DESIRE TO SETTLE SAID CLAIMS FOR THE REASON THAT MR. DAVIS' ATTORNEY CAME IN COURT WITH SOME FALSE EVIDENCE WHICH COULD BEEN CAUSED DAMAGES TO ME IN THE TRIAL HELD OCT. 11. Emilia Tatu

(Claimant to write: "I have read the above full release.")

________________ ________________

(Claimant's Signature) (Address)

In our presence the foregoing release was read by, or to, the above claimant(s), and the contents thereof was fully explained to him (her) and he (she) thereafter in our presence signed the same.

________________ Address ________________

________________ Address ________________

CANCELLED

THE PERSON WE HAVE BEEN BETRAYED WHEN MR. LAVISON HAS INTERRUPTED THE TRIAL AND TOLD US THAT THE TOTAL AMOUNT OF $30,000.00 FOR BOTH OF US REPRESENTS ONLY AN ADVANCE. FROM THIS MOMENT OUR FIRM AND LAWSON ... FIRED FROM THEM. IT IS NULL. ANY AGREEMENT MADE BY ... TO SETTLE ... THAT WE REFUSE TO CONSENT ... TO CONTINUE ... WITHOUT OUR JURY TRIAL ... IT IS AND WILL BE OUR ... BECAUSE ... THIS ... TO RECEIVE THE ORIGINAL OF THIS ... TO RESTORE AS MENTION ON THIS COPY ... WE ... IN FACT THIS NULL. THEY ... NO MATTER ... OCT. 11, 1979 ... LAW CASE ... DECLARE ... THE ROOT ... BEEN REFUSED TO ... FORMS ... THROUGH ... DATED ... Emil Tatu, Emilia Tatu

NOTE: CALIFORNIA LAW REQUIRES THAT INSURANCE CODE SECTION 556 APPEAR ON THIS CLAIM FORM: "IT IS UNLAWFUL TO: (A) PRESENT OR CAUSE TO BE PRESENTED ANY FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UNDER A CONTRACT OF INSURANCE; (B) PREPARE, MAKE, OR SUBSCRIBE ANY WRITING, WITH INTENT TO PRESENT OR USE THE SAME, OR TO ALLOW IT TO BE PRESENTED OR USED IN SUPPORT OF ANY SUCH CLAIM. EVERY PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS PUNISHABLE BY IMPRISONMENT IN THE STATE PRISON, OR BY FINE NOT EXCEEDING ONE THOUSAND DOLLARS, OR BY BOTH."

[illegible] 11-76

RELEASE IN FULL SETTLEMENT AND COMPROMISE

I/WE, the undersigned, claim to have sustained injury to my/our person(s) and/or damage to my/our property and/or consequential damage, including costs, expenses and loss of services and earnings resulting from injury to a relative or ward, by reason of an occurrence happening on or about NOVEMBER 11, 1976, and claim that WILLIAM H. DAVIS,

....

.... ~~and all other [illegible] corporations~~ ~~[illegible]~~, hereinafter called "Releasees", are legally liable therefor, which liability is denied by Releasees.

The nature, extent and results of the injuries and/or damages sustained by me/us are not now all known or anticipated, but I/we nevertheless desire to settle and compromise said claim(s) in full.

Therefore, in consideration of the payment to me/us of TEN THOUSAND, AND no/100 ———————— Dollars ($ 10,000.00), receipt of which is hereby acknowledged, I/WE HEREBY RELEASE, DISCHARGE AND ACKNOWLEDGE THIS CLAIM PAID AND COMPROMISED. ALL CLAIMS, DEMANDS AND CAUSES OF ACTION which I/we may now have or may hereafter have for or in damages against Releasees, ~~[illegible]~~, for injuries, losses and damages of whatever nature sustained or suffered by me/us by reason of said occurrence, INCLUDING DAMAGES, CONSEQUENTIAL DAMAGES, INJURIES OR THEIR RESULTS, OR INJURIES WHICH ARE UNKNOWN TO ME/US AND UNANTICIPATED BY ME/US, and for damage, including loss of use, to and the loss of use of my/our property. I/WE UNDERSTAND THAT NO PAYMENT OR CONSIDERATION OTHER THAN THE ABOVE HAS BEEN PROMISED ME/US OR WILL BE PAID TO ME/US.

Signed and sealed this 11th day of OCTOBER 1979

LOS ANGELES, CA

~~I have read the above full release~~
(Claimant to write, "I have read the above full release.")

[signature] 3815 Los Feliz, #8, L.A., CA 9002[illegible]
(Claimant's Signature) (Address)

I have released, desired to settle said claims for the reason that Mr. Davis' attorney came in [illegible] with [illegible] evidence which could been caused damages to me if the trial should [illegible]
(Claimant to write, "I have read the above full release.")

....
(Claimant's Signature) (Address)

In our presence the foregoing release was read by, or to, the above claimant(s), and the contents thereof was fully explained to him (her) and he (she) thereafter in our presence signed the same.

....Address..

....Address..

CANCELLED

THE REASON: WE BEEN BETRAYED WHEN MR. LAWSON HAS INTERRUPTED THE TRIAL AND TOLD US THAT THE TOTAL AMOUNT OF $30,000.00 FOR BOTH OF US, REPRESENTS ONLY AN ADVANCE. FROM THIS MOMENT ON THE LAW FIRM LAWSON & HART-SNELL IS FIRED FROM OUR CASE AND ANY AGREEMENT MADE BY THEM, IT IS NULL. WE DECLARE THAT WE REFUSE TO CONSENT TO SETTLE [illegible] CASE. WE DECLARE THAT WE WANT OUR JURY TRIAL TO CONTINUE. AND I, IN THIS SENSE IT IS AND WILL BE OUR REFUSAL TO RECEIVE THE MONEY, BECAUSE HAS BEEN [illegible] TO RESTORE TO US THE ORIGINALS OF THIS FORMS. THE PROOF [illegible] MENTION ON THIS COPY WE DECLARE IN [illegible] REFUSE TO [illegible] NO MATTER IN WHOSE HANDS THROUGH THIS "NULL" THEY ARE. 11 OCT. 1979.

EMIL TATU [signature] DATED

EMIL TATU [signature]

NOTE: CALIFORNIA LAW REQUIRES THAT INSURANCE CODE SECTION 556 APPEAR ON THIS CLAIM FORM: "IT IS UNLAWFUL TO: PRESENT OR CAUSE TO BE PRESENTED ANY FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UNDER A CONTRACT OF INSURANCE; OR PREPARE, MAKE, OR SUBSCRIBE ANY WRITING, WITH INTENT TO PRESENT OR USE THE SAME, OR TO ALLOW IT TO BE PRESENTED OR USED IN SUPPORT OF ANY SUCH CLAIM. EVERY PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS PUNISHABLE BY IMPRISONMENT IN THE STATE PRISON, OR BY FINE NOT EXCEEDING ONE THOUSAND DOLLARS, OR BY BOTH."

[illegible] 11-78

LAW OFFICES OF
LAWSON AND HARTNELL
ATTORNEYS AT LAW
25757 ORTEGA HIGHWAY
REDLANDS, CALIFORNIA 92373
(714) 793-3007

Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

EMIL TATU and EMILIA TATU, Plaintiffs, vs. WILLIAM DAVIS, et al., Defendants.	CASE NO: INDIO 24204 SUBSTITUTION OF ATTORNEYS
WILLIAM DAVIS, Cross-Complainant, vs. EMIL TATU and EMILIA TATU, Cross-Defendants.	

I, EMIL TATU and EMILIA TATU, plaintiffs and cross-defendants in the above entitled action, hereby substitute EMIL TATU and EMILIA TATU, In Pro Per, in the above entitled matter in place and stead of the law firm of LAWSON & HARTNELL, in particular JERE LAMONT FOX and CARROLL M. LAWSON, Attorneys at L The mailing address of EMIL TATU and EMILIA TATU is 3815 Los Fel Boulevard, Apartment 18, Los Angeles, California 90027; and the

business address of LAWSON & HARTNELL is 25757 Redlands Boulevar Redlands, California 923[illegible]3.

DATED: Oct. 17, 1979

EMIL TATU

DATED: Oct. 17, 1979

EMILIA TATU

I CONSENT TO THE ABOVE SUBSTITUTION.

DATED: 10 17, 1979

BY: Carroll M. Lawson
CARROLL H. LAWSON
Attorney at Law

BY: Jere L. Fox
JERE LAMONT FOX
Attorney at Law

LAW OFFICES OF
LAWSON AND HARTNELL
ATTORNEYS AT LAW
25757 REDLANDS BOULEVARD
REDLANDS, CALIFORNIA 92373
(714) 793-2007

LAWSON AND HARTNELL
Attorneys at Law
25757 Redlands Boulevard
REDLANDS, CALIFORNIA 92373
(714) 793-2002

Attorneys for Plaintiffs and Cross-Defendants

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

EMIL TATU and EMILIA TATU, Plaintiffs, vs. WILLIAM DAVIS, et al., Defendants.	CASE NO: INDIO 24204 STIPULATED JUDGMENT
WILLIAM DAVIS, Cross-Complainant, vs. EMIL TATU and EMILIA TATU, Cross-Defendants.	

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN the following parties to the above action: EMIL TATU and EMILIA TATU, plaintiffs, and their attorneys, LAWSON & HARTNELL, by Carroll M. Lawson, and the defendant, WILLIAM DAVIS, deceased, and his attorneys, GILBERT, KELLEY, CROWLEY & JENNETT, by JAMES B. Crowley, as follows:

1. That judgment be entered against said defendant, as to

K1.

EMILIA TATU, in the sum of $20,000.00, without off-set of any advance payments made to said plaintiff by defendant;

2. That judgment be entered against said defendant, as to EMILIA TATU, in the sum of $10,000.00, without off-set of any advance payments made to said plaintiff by defendant;

3. That each party shall bear their own attorney's fees and court costs with regard to this action;

4. Plaintiffs agree to hold defendant harmless from a lien filed against said action by the law firm of ANGELES & MARKOWITZ, plaintiffs former attorneys, in the sum of $1,000.00 attorney's fees, and $108.50 court costs.

5. JUDGMENT IN FAVOR OF CROSS-DEFENDANTS AGAINST C.R.C. CORP.

EXECUTED at Indio, California, on October 11, 1979.

LAWSON & HARTNELL

BY: Carroll M. Lawson
Carroll M. Lawson, Attorney for Plaintiffs

GILBERT, KELLEY, CROWLEY & JENNETT

BY: _____
Attorney for Defendant

IT IS SO ORDERED

JOHN P. CARROLL
JUDGE OF THE SUPERIOR COURT
RIVERSIDE COUNTY

K 2.

LAWSON AND HARTNELL
ATTORNEYS AT LAW
25757 REDLANDS BOULEVARD
REDLANDS, CALIFORNIA 92373
(714) 793-2007

Emil & Emilia Tatu
P.O. Box 29173
Los Angeles, CA 90029

Appellants in Pro.Per.

NOTE OF FINDINGS

made today Dec.21,1982 after examination in Appeal Clerk's Office of the file No. Indio 24204, requested from the Riverside Superior Court.

To: The Honorable Justices of the Court of Appeal designated to review our Appeal, File No.4 CIV. 25880.

Your Honors,

At our request, this Court did put at our disposal for examination, today December 21,1982, the File No. I-24204 requested from Riverside Superior Court. Following examination of this file, we did find the following:

1. The appearance for the first time in the file, of an unsigned document entitled "Reporter's transcript". In it, it is shown that, it was taken on October 17,1979 at 11:45 A.M., it was transcribed on November 6,1979 and, on its first page it is the Court's Filed stamp, dated June 18,1980.

We do specify that, this document was not in the file, not even on November 24,1982 when we did examine for the last time the file in Riverside Superior Court.

We also specify that, on December 14,1979 when we been in Indio Court and did find out for the first time about the existence of the FALSE Stipulated Judgment, we did request that Court to put at our disposal every document made by respondent in connection with that FALSE and, the Court presented us with a Minute-Order signed by judge John Carroll and clerk Ana Rojo, telling us that, besides said FALSE Stipulated Judgment this is the only document made in Court on October 17,1979.

But today, December 21,1982, we did find the existence of this "Reporter's transcript" too, which, either it is fictitious or has been hidden from us until now but, one thing is certain that, although it has the Filed stamp on it, it does not appear as filed in "Register of actions" sheets.

As it results from the records on this appeal, about such fraudulent methods practiced in the Superior Court, we did also

inform this Court of Appeal, knowing that in our case, every time the Superior Court wanted to eliminate a document from records or to file other fictitious documents, as it has been the case with the FALSE Stipulated Judgment, they did counterfeit and replaced the entire sheets.

This time probably they did forget to do this operation so that, the so-called Reporter's transcript does not appear as filed in Court's sheets for register of actions.

Other documents appeared as filed in those sheets but they are not in the file, as it is a so-called "Order to pay from Trust fund" of Oct.18,1979 and the two so-called "Requests for transfer of dunds" of Oct.19,1979, which we never been informed about them.

Other documents do not appear as registerred in their proper order.

In order to prove those above shown, we do enclose to the original of this NOTE OF FINDINGS, copies of the Court's Register o actions sheets, starting with Aug.5,1977 until Nov.16,1981 (11 pages).

But, the graviest fact is, that all the declarations comprised in said Reporter's transcript, are FALSE.

Not knowing about the existence of this document until today, we did show in all records in both the Superior Court and this Court of Appeal that, the respondent did never challange the fact that he knew since October 11,1979 that we did cancel the release forms, that we declared Null any settlement he made or will make without our signatures and, we did revoke his authority to represent us any more.

In spite of these fact, from said "Reporter's transcript" does result that the respondent, in our absence and after he was substituted, he makes the following false declarations in Court, with the purpose, as it has been proven, to avoid us and to manufacture the FALSE Stipulated Judgment :

(a) that, quote: "my clients presented themselves at the Auto Club, where they were presented with a release form for them to sign in order to obtain the settlement previously ordered by the Court, or approved by the Court". (?)

For about this false declaration on the basis of which has been manufactured then that FALSE Stipulation dated October 17,1979, we did find out only today December 21,1982, we do respectfully request this Honorable Court of Appeal to order a graphological expertise upon the hand-writings on the release forms cancelled by us on October 11,1979, in order to find that this declaration which is the ground of the FALSE Stipulation, it is FALSE as the False Stipulation itself.

The truth is that, so as it results from the records, we did not "present ourselves" but we been taken by the respondent with his automobile (in the person of attorney Jere Fox who did sign the contract with us) to Los Angeles Office of Auto Club (A.A.A.), with the purpose, as it has been proven, to cheat us to sign said release forms which were filled out by his hand-writing in the same day, October 11,1979. Also the respondent did drove us home from Auto Club, at that day.

The reason for which the respondent did personally take us to Auto Club is that we did forbid him to make any settlement without

our signatures. Said release forms on which is also our hand-writing, were concelled by us on the spot on October 11,1979 in front of attorney Jere Fox, for the reason written by us in our Mention made on them (see please pag.25 and 26 in C.T.).

Through a graphological expertise, we want to prove that the respondent, being present, did take part to the drawing up of those release forms and, he knew since October 11,1979 that he had no more autho rity and right to represent us any more and to sign any settlement or any other document in our name; that is exactly why he did avoid us and did pass under total silence those decissive documents which he replace them with his false declarations made in said "Reporter's transcript", declarations which cantravene to our will clearly expressed in writting through our Mention written on October 11,1979 on those release forms.

In regard to his allegation, quote: "in order to obtain the settlement previously ordered by the court, or approved by the court", we do specify that, the respendent himself recognises in his Cross-Complaint for Money (see please pag.4 in C.T., lines 1-6) that he did set aside said agreement at our request. And, our request was formulated in writing by us on October 11,1979 on the release forms, forbidding the respondent from acting any more in our case, starting with said date (see please page 25 and 26 in C.T.) but not otherwise as the respondent lies that he made the FALSE Stipulation dated October 17,1979 at our request.

(b) that, quote: "my clients then requested that we proceed with this proceeding to enter into a stipulated judgment with the counsel for defendant".

The fact that this is a FALSE Declaration, it is proven by our Mention written on October 11,1979 on the release forms by which, not only we did not request but, we specifically did forbid the respondent from acting and signing anything in our name (see please page 25 and 26 in C.T.).

Another proof is our letter of October 12,179 sent to respondent (see please page 27 in C.T.) from which it results the same thing, letter which it was also pass under total silence by respondent.

If these decissive evidence -the release forms cancelle by us and our letter of Oct.12,1979- would not have been pass under total silence by respondent, by the opposing party A.A.A. and by the involved Superior Court, then they could not make the false declarations comprised in said "Reporter's transcript" and then the FALSE Stipulated Judgment.

Only now we understand why this "Reporter's transcript" t was kept in secret confronted by us and it was placed in the file only now when this Court of Appeal did request the entire file and, why the respondent, in spite of our insistences, did refuse to Answer to our Interrogatories served by us on January 9,1981 (see please page 75 to 92 in C.T.); because, he should answer under oath to our questions regarding to the FALSE Stipulation and, we could prove then that he lies.

From this, it also results why the involved Superior Cour too, and especially judge Timlin, in spite of all our written insistences, did refuse to oblige the respondent to Answer to our Interrogatories and t put at our disposal for examination, the documents and the bills on which he claims did ground his Cross-Complaint for Money, before the so-called trial started.

(c) in said misterious document called "Reporter's transcript", it is also written, quote:

"MR.CROWLEY: One other thing, for the record, plaintiffs' counsel agrees to furnish my office with satisfaction of judgment - - -
MR.LAWSON : Yes, we will do that.
MR.CROWLEY: - - - on receipt of the draft in th amount previously indicated being furnished to counsel for plaintiff.
MR.LAWSON : I can stipulate that satisfaction-- we have received the draft, 'tnough it has not yet been turned into money - - -
MR.CROWLEY: Well, we can discuss that later"

We do not know what those dashes (- - -) means or the expression "we can discuss that later" but, from this "Reporter's transcrip we did find out for the first time that, the Draft filled out by A.A.A. on October 11,1979 and refused by us on October 11,1979 for the reasons stated on the release forms (see please page 25 and 26 in C.T.) it has been given by A.A.A. to the respondent and, he does admit that he took it. (with what right ?)

This is another proof that the respondent was corrupted, he did act against our will and he did premeditate to sale us out because, as he admits himself, he took from A.A.A. the Draft we refused to take, BEFORE manufactured the FALSE Stipulated Judgment and, he did this, against our will clearly expressed in writing through our Mention for cancelling those release forms (see please page 25 and 26 in C.T.).

By this, the respondent does also admit the fact that the declarations he wrotte in his Cross-Complaint for Money that is that we refused to receive the money only after entering his FALSE Stipulation, are also FALSE for, he knew and the evidence attest that, we did refuse BEFORE That is why, although respondent did mention about those release forms of October 11,1979, he refused to present them to Court because, through these decissive evidence we did declare Null any settlement and we forbid him since October 11,1979 to act in our case any more (see please page 25 and 26 in C.T.).

After that, the involved Superior Court did refuse to oblige the respondent to file the Substitution of Attorney, it did continue to keep him as our attorney of record (see please page 35 in C.T.) and, it did refuse to talk to us and to file any document from us.

More then that, as it results from the records on thi appeal, even after the Substitution of Attorney was finally filed, the Court still did refuse to file our evidence and our complaints against the FALSE Stipulated Judgment.

2. In "Respondent's Brief" filed on August 27,1982 (see please its page 8, lines 14-17) and at the Oral Argument, the respondent did falsely declare that, all the documents on which he grounds his claims against us, were attached to his Cross-Complaint for Money.

Perhaps this Court of Appeal did not believe us when we state that, the respondent not only that he did not serve but he did

refuse to put at our disposal the documents on which he allegedly grounds his claim against us in his Cross-Complaint for Money.

But now, when this Court of Appeal has in front the entire file, can find that the respondent did falsely declare that he did attach said documents to his Cross-Complaint for Money and, that as we did state in the records on appeal, the only Exhibits attached to said Cross-Complaint for Money are: the contract (retainer agreement) signed with us on August 6,1979 and, his FALSE Stipulated Judgment dated October 17,1979.

3. In his Letter brief filed on October 1,1982 (see please its page 7) and at the Oral Argument, the respondent did declare that his Cross-Complaint for Money it is ground on the opposing party's Cross-Complaint in Interpleader which is made on groun of Sec.386 of the Civil Code of Procedure (we do specify that this section conditions filing of a Cross-Complaint on the existence of 2 or more conflicting claims made by 2 or more parties whom the defendant is liable to).

In said Cross-Complaint in Interpleader (see please page 2, lines 26-28 of the Exhibit "C" attached to our Reply letter brief filed on October 8,1982) the Insurance Company A.A.A. declare that the respondent served a Lien claiming from them attorney fees.

In his Answer to Cross-Complaint in Interpleader (see please page 2, line 1-4 of the Exhibit "D" attached to our Reply lette brief filed on October 8,1982) the respondent declare as true and correct every allegation contained in Cross-Complaint in Interpleader of the A.A.A. The same thing the respondent did claim also at the Oral Argument, including that he did file a Lien.

Now, when this Court of Appeal has in front the entire file, can find that the respondent did falsely declare that there are 2 or more conflicting claims because, in the records there are not such claims and they cannot be for the only party whom the A.A.A. is liable to, is us, the Plaintiff and, we not only did not claim the money but we did forbid to be made any settlement without our signatures and, when we did find out about the existence of the FALSE Stipulated Judgment manufactured by respondent after he was substituted, we did request to be immediately set aside (see please Exhibit "A" -three pages- attached to our Reply letter brief filed on October 8,1982).

This Court of Appeal can also find that the respondent did also falsely declare both in his Cross-Complaint for Money (see please page 6-7 of the Exhibit "B" attached to our Reply letter brief filed on October 8,1982) and at the Oral Argument, that he served and filed a Lien and such Lien is in the file, because, in the file there is no Lien filed by respondent.

4. Also today, December 21,1982 we did find in the file two Substitution of Attorney, both signed in the morning of October 17,1979 before the Court was even open, substitution which, with bad intention, the respondent did not file it but much later, on October 31,1979, with the purpose, as it has been proven, to manufacture and file that FALSE Stipulated Judgment after he was substituted from our case.

One of the two Substitution of Attorney which did appear just now in the file, has in addition a small Court's Stamp on it dated October 29,1979. We do not know why this exemplar of the Substitution was now introduced but, one thing is certain, we did revoke respondent's authority to represent us, since October 11,1979 (see please page 25, 26 and 27 in C.T.).

The Substitution of attorney form was also sign by respondent in the morning of October 17,1979 (see please page 28-29 in CT) and also at that time we did request judge John Carroll to oblige responden to immediately file the original of the Substitution so that we can represe ourselves (see please page 30 in C.T.).

On November 7,1979 clerk Ana Rojo did inform us that, the original of the Substitution of Attorney(which was into respondent's possession) he did not file it yet (see please page 35 in C.T.). Only after that, did appear the Substitution of Attorney as filed on October 31,1979 (?)

The records strongly attest that, with bad intention the respondent did not file the Substitution of Attorney the day it was signed, with the premeditated purpose to manufacture and file his FALSE Stipulation by which he sold us out, after he was substituted from our case

5. By examining the tape we recorded at the Oral Argument, we did find out that the respondent did inform this Court of Appeal that he did already recover from his FALSE Stipulation the amount abusively granted to him by judge Timlin, while our Appeal against judge Timlin's abusive decision, is still pending on this Appeal.

When we did examine the file today, December 21,1982, we did not find in it any document in support of respondent's said allegation, so that we cannot know if the respondent made a false declaration or if the Superior Court hides this fact.

In any event, as it results from all records starting with October 11,1979, we -the only party whom the A.A.A. is liable to- not only that we did not claim the money but, we did declare as FALSE the settlement made by respondent and, we did request to be immediately set aside. The only one interested in the money from the FALSE Stipulation, is the respondent -the author of said FALSE-.

FROM THE FILE of the Superior Court, it results that, after through False and unprecedented abuses, have been annihilated our Constitutional trial by jury, in this case were given until now 30 decisior by 13 judges, all disqualified, and, all absolutely all decisions are giver against us and in the favour of the opposing party and the respondent who, by treason, did become opposing party like defendant, in this case for which he did engage himself by contract signed with us, to honestly support it and this, in spite of the fact that all the evidence existente in the file attest that we have no guilt.

And shameless, the authors of those abuses, claim that there is no conspiracy against us; that everything was done in our case was in the interest of justice and for carry out the justice; for shortening the time; for simplify the case and for reducing the expenses;

They also claim that we have no reason to disqualify the judges, to transfer our case from Riverside Court and to file Appeal, only because we do not agree with their decisions.

More than that, through the abuses committed in this our Personal Injury case, they did give birth to another case for malpractice against respondent, case in which also the same Superior Court did already give tens of decisions, all against us; the last two given in this sense on November 24,1982 are now on appeal also in this Court, File No.4 CIV 29550. There it is how the Riverside Superior Court understands to act in the interest of justice and to carry out the justtice, when, our P.I. case established from the beginning to be tried by jury, if it would have been allowed, it would have been solved since October 1979 through a single verdict of the jury.

From the informations we received from the Clerk Office of this Court of Appeal, we did understand that, besides the documents comprised in the three volumes which forms the file No.I-24204, there are no more documents regarding this case. If still after this day, it will appear other documents, we do request this Court to inform us about it in order for us to have the possibility to examine it and to challange it, before to reach a decision.

The original and three copies of this NOTE OF FINDINGS are served to the Court of Appeal; a copy to respondent; a copy to Riverside Superior Court and a copy to the representatives of the Insurance Company A.A.A. responsible confronted by us.

We declare under penalty of perjury that the foregoing is true and correct.-

DATED: December 21,1982

Respectfully submitted,

Plaintiffs/Appellants in Pro.Per.,

EMIL TATU _____

EMILIA TATU _____

By: Emilia Tatu, with help of the dictionary.

P.S. Examining the file we did also find in Vol. I a Subpoena belonging to another case, No.I-24279 (Foster Garner vs. Johnston) We do mention this, because we do believe that said document could be demanded by someone and, it is right to be placed in its file.-

(VERIFICATION — 446, 2015.5 C. C. P.)

STATE OF CALIFORNIA, COUNTY OF

I am the _____

_____

in the above entitled action or proceeding; I have read the foregoing _____

_____

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

_____

_____

Executed on _____ (date) *at* _____ (place) *, California*

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature

Case No.4 CIV.25880

PROOF OF SERVICE BY MAIL (1013a, 2015.5 C. C. P.)

STATE OF CALIFORNIA, ~~COUNTY OF~~ COURT OF APPEAL, 4 th.Distr.,Div.II

I am a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is:

1107 South Glendale Ave., Glendale, California 91205

On December 22,1982 *, 19* ____ *I served the within* NOTE OF FINDINGS.

on the followings:

in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles

addressed as follows:

1.COURT OF APPEAL, 4 th Appellate District, Division II
303 W. Third Street
San Bernardino, Cal.92401

2.RIVERSIDE SUPERIOR COURT
4050 Main Str., Box 431
Riverside, Calif. 92501

3. LAWSON & HARTNELL
25757 Redlands Blvd.
Redlands, Calif.92373

4.AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA
1950 Century Park East
Los Angeles, Cal. 90067

Executed on December 22,1982 *(date) at* Los Angeles *(place), California*

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature
V HATAMIAN

L 8.

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1983

No. _____

EMIL TATU & EMILIA TATU,

Appellants.

- v. -

WILLIAM DAVIS, ET.AL., & LAWSON & HARTNELL,

Appellees.

ON APPEAL FROM THE CALIFORNIA STATE COURT OF APPEALS, FOURTH DISTRICT, DIVISION TWO.

83-5446

MOTION FOR LEAVE TO APPEAL

IN FORMA PAUPERIS

Parties to the proceedings:

CALIFORNIA SUPREME COURT
4250 State Building
San Francisco, Cal.94102

CALIFORNIA STATE COURT OF
APPEALS, 4-th Distr.Div.Two
303 W. Third Street
San Bernardino, Cal. 92401

RIVERSIDE SUPERIOR COURT
4050 Main Street, Box 431
Riverside, Cal. 92501

Law Firm LAWSON & HARTNELL
25757 Redlands Boulevard
Redlands, Cal. 92373

AUTOMOBILE CLUB OF SOUTHERN
CALIFORNIA, INSURANCE COMPANY
1950 Century Park East
Los Angeles, Cal. 90067

APPELLANTS IN PRO.PER.

EMIL & EMILIA TATU
P.O. Box 29173
LOS ANGELES, CAL. 90029

83-5446

MOTION FOR LEAVE TO APPEAL IN FORMA PAUPERIS

We, EMIL TATU and EMILIA TATU, Appellants in Pro. Per. in our Appeal taken from the California State Court of Appeals, Fourth District, Division Two, take this Motion for Leave to Appeal in Forma Pauperis, pursuant to Rule 46 of the United States Supreme Court Rules, and, respectfully asking this Court to grant this Motion.

Said Motion is supported by the Affidavit to Accompany it, attached hereto.

The leave to proceed in forma pauperis was sought and granted both in the Court of Appeals of the State of California, Fourth District, Division Two on June 15,1981 and in the Supreme Court of the State of California on April 18,1983.

Please excuse our still poor English translated with the help of the dictionary.

We declare under penalty of perjury that the foregoing is true and correct.

September 14,1983

Respectfully submitted.

APPELLANTS IN PRO.PER.

EMIL TATU _____

EMILIA TATU _____

By: Emilia Tatu

Post Office Box 29173
Los Angeles, Calif. 90029

AFFIDAVIT IN SUPPORT OF MOTION TO PROCEED ON APPEAL IN FORMA PAUPERIS

83-5446

We, EMIL TATU and EMILIA TATU, depose and say that, we are the Appellants in the above entitled case; that in support of our Motion to proceed on appeal without being required to prepay fees, costs or give security therefor, we state that because of our poverty we are unable to pay the costs of said proceedings or to give security therefor; that we believe we are entitled to redress; and that the issue which we desire to present on appeal is the following: the violation of our Constitutional right to trial by jury in our Personal Injury Case No. Indio 24204 in Riverside County Superior Court by the California State Courts (File No. 4 CIV. 25880 in the California State Court of Appeals, Fourth District, Division Two).

We further swear that the responses which we have made to the questions and instructions below relating to our ability to pay the costs of prosecuting the appeal are true.

1. We are not presently employed being disable. our last date of employment was just before the auto accident happenned, in July 1976 and the wages at that time were of $3,90 per hour.

2. In the past twelve months we receive no income other then the disability assistance for only one of us, namely Emilia Tatu.

3. We do not own any cash or savings account, only

one cheking account consisting of the Supplemental Security Income (S.S.I.) which it is deposited directly in the Bank for only one of us (Emilia Tatu) account which currently has a ballance of $3,55.-

4. We do not own any real estate, stock, bonds, notes, automobile or other valuable property.

5. We are husband and wife and have not other dependent upon our support.

We understand that a false statement or answer to any question in this affidavit will subject us to penalties for perjury.

We declare under penalty of perjury that the foregoing is true and correct.

Signed this Fourteenth day of September, 1983 in Los Angeles, California.-

Respectfully submitted.

APPELLANTS IN PRO.PER.,

EMIL TATU Emil Tatu

EMILIA TATU Emilia Tatu

By: Emilia Tatu, with help of dictionary.

Post Office Box 29173
Los Angeles, Calif. 90029